



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, APRIL 13, 2016  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

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

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Brownie Troop 1036  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.**

### **ORAL COMMUNICATION – PUBLIC COMMENT – 7:30 P.M.**

### **CONSENT ITEMS – 7:40 P.M.**

1. [Approval of meeting minutes from March 23, 2016](#)

2. Adoption of Resolution No. 2016-1501, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017, ordering the preparation of a district map indicating the proposed boundaries of an annexation to the City of Calabasas' Landscape Lighting Act District No. 27 and ordering preparation of a preliminary Engineer's Report; Adoption of Resolution No. 2016-1502, approving a preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017; Adoption of Resolution No. 2016-1503, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and setting a time and place for a public hearing
3. Recommendation to award a construction contract for the Calabasas Road Park and Ride Project, Specification No. 15-16-02 to Sully-Miller Contracting Company in the total amount of \$723,534
4. Recommendation to approve an amendment to a professional services agreement with Siemens Industry, Inc. for traffic signal and related equipment maintenance, on-call, emergency and general repair services in an amount not to exceed \$100,000
5. Adoption of Resolution No. 2016-1506 authorizing submittal of application for Beverage Container Grant Payment Programs from CalRecycle and related authorizations
6. Approval of a professional services agreement with Downstream Services, Inc. in the amount of \$107,160 for quarterly maintenance of CDS units and storm drain devices
7. Authorization to approve contract amendment for Absolute Tree & Brush in the amount of \$488,000 to fund required work for the Annual Weed Abatement/Fuel Reduction Program for fire safety within the City of Calabasas
8. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the homeowner associations: Bellagio, Zone 4; Calabasas Hills, Zone 6; Calabasas Park, Zone 7; Las Villas, Zone 11; and Westridge, Zone 20 within Landscape Lighting Act District 22 in the City of Calabasas

9. [Recommendation to award a construction contract for the Calabasas Road between Mureau Road and Parkway Calabasas Resurfacing/Micro-resurfacing Project, Bid Specification No. 15-16-03, to Palp, Inc., DBA Excel Paving Company, in the total amount of \\$169,538](#)
10. [Adoption of Ordinance No. 2016-334, amending provisions of the Calabasas Municipal Code \(Code\) relating to a Call for Review by City Councilmembers](#)
11. [Adoption of Ordinance No. 2016-335, amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed](#)

**PUBLIC HEARING – 7:50 P.M.**

12. [Introduction of Ordinance No. 2016-333 and adoption of Resolution No. 2016-1507, certifying a final Environmental Impact Report, approving a Statement of Overriding Considerations, and approving File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the Eastern terminus of Agoura Road \(APNS: 2069-078-009 and 2069-078-011\). The proposed project includes: \(1\) A residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres \(16.9% of the site\); \(2\) A commercial component consisting of a 66,516 square-foot, four-store hotel occupying approximately 2.91 acres \(3.8% of the site\); and \(3\) Preservation of approximately 61.0 acres \(79.3% of the site\) as permanent open space. Development of this project would require a significant amount of remedial grading to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: General Plan amendment, Zoning Map amendment, Tentative Tract Map, Development Plan, Conditional Use Permit, Site Review, Oak Tree Permit, and Scenic Corridor Permit. The project site is currently Zoned Planned Development \(PD\); Residential-Multifamily, 20 units per acre \(RMF \(20\); Open Space Development Restricted \(OS-DR\); and is within the Scenic Corridor \(SC\) Overlay Zone](#)

**INFORMATIONAL REPORTS – 10:10 P.M.**

13. [Check Register for the period of March 15-30 2016](#)

**TASK FORCE REPORTS – 10:15 P.M.**

**CITY MANAGER’S REPORT – 10:20 P.M.**

**FUTURE AGENDA ITEMS – 10:25 P.M.**

**ADJOURN – 10:30 P.M.**

The City Council will adjourn to their next regular meeting scheduled on Wednesday, April 27, 2016, at 7:00 p.m.

A copy of the City Council agenda packet is available for review at City Hall and the Calabasas Library. Materials related to items on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 100 Civic Center Way, Calabasas, CA 91302, during normal business hours. Such documents are also available on the City of Calabasas website at [www.cityofcalabasas.com](http://www.cityofcalabasas.com) subject to the City staff's ability to post the documents before the meeting. The City of Calabasas, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (818) 224-1600, at least one business day prior to the scheduled meeting to ensure that we may assist you.



Mayor pro Tem Maurer:

- Reiterated an invitation to the USTA men's pro tennis championship.
- The Rotary Club of Calabasas will hold a blood drive on April 9 at the Agoura Hills/Calabasas Community Center.
- Autism Spectrum Disorder Support will hold a fundraiser on April 14 at the Agoura Hills/Calabasas Community Center.
- Reiterated Happy Purim and Happy Easter.

Councilmember Gaines:

- Extended congratulations to Daniel Steres, a CH graduate who is a starter defender with the LA Galaxy.
- Extended congratulations to the CH Boys' Basketball Team for going to the third round of the State tournament for the first time in school history.
- CH Football is holding a sponsorship fundraiser. The team has ranked in the top 100 by ESPN.
- Chabad of Calabasas is hosting a community Purim celebration on March 24 at AC Stelle MS.
- Chabad of Calabasas will also be holding their fundraiser Gala on March 27 at the Canyon Club.
- The new Calabasas Chamber has hired a new CEO, Rana Ghadban from the Chatsworth Porter Ranch Chamber of Commerce.
- Expressed appreciation to the residents for electing him five years ago.
- Wished his wife a Happy Birthday.

Mayor Bozajian:

- The Fine Arts Festival will be held on April 30 and May 1 at the Civic Center Plaza.
- A community health expo will be held at the AHCCC on April 9.
- A tree planting is scheduled to celebrate Arbor Day on April 30 at Calabasas High.
- Earth Day Festival will take place on April 9 at Las Virgenes Creek.
- The Calabasas Library and the Las Virgenes-Calabasas Historical Society will be presenting a discussion about memories and sharing stories with former Councilmembers on April 7.
- The Las Virgenes-Calabasas Historical Society's annual meeting will be held on April 20 featuring the movie Pursuit, filmed in the City.
- The Las Virgenes Creek restoration ribbon cutting ceremony will be held on April 13.
- The new Recreation Brochure is available.
- The Chamber of Commerce has made available their business directory.
- Reiterated an invitation to the Mayor's luncheon on April 5.

## **PRESENTATIONS**

- Book Donation by Las Virgenes Municipal Water District

LVMWD Directors Charles Caspary and Lee Renger presented the book donation.

- Sheriff's Crime report

Lt. Tina Baker presented the report.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Pam Evans spoke during public comment.

## **CONSENT ITEMS**

1. Approval of meeting minutes from March 9, 2016
2. Amended employment contract-cost of living adjustment for City Manager
3. Approval of appointment of Peter Kraut to the Planning Commission (Weintraub)
4. Recommendation to approve a professional services agreement with Willdan Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for Capital Improvement Program and recoverable projects in an amount not to exceed \$100,000
5. Recommendation to approve a professional services agreement with RJR Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for Capital Improvement Program and recoverable projects in an amount not to exceed \$100,000
6. Recommendation to approve amendments to existing professional services agreements for engineering support services for the Lost Hills Road Interchange Project; an amendment with Kier and Wright Civil Engineers and Surveyors, Inc. totaling an amount to exceed \$350,000. An amendment with Parsons Corporation totaling an amount not to exceed \$2,982,640; and an amendment with Michael Baker International totaling an amount no to exceed \$309,756
7. Approval of professional services agreement with Newsem AG, Inc., DBA Greene Tree Care in the amount of \$198,300 for vegetation management of Las Virgenes Creek Restoration Project – Phase II

8. Adoption of Resolution No. 2016-1505, approving a Memorandum of Understanding (MOU) with Kilroy Corporation for trail access to Civic Center Park, and staff authorization to execute related agreements

Mayor Bozajian requested Item Nos. 5 and 8 be pulled.

**Councilmember Gaines moved, seconded by Mayor pro Tem Maurer to approve Consent Item Nos. 1-4, 6-7. MOTION CARRIED 5/0 as follows:**

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

Peter Kraut expressed appreciation for his appointment to the Planning Commission.

Carl Ehrlich spoke on Item No. 5.

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

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

**After discussion, Councilmember Shapiro moved, seconded by Mayor pro Tem Maurer to approve Consent Item No. 8. MOTION CARRIED 5/0 as follows:**

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

## **NEW BUSINESS**

9. Discussion and Introduction of Ordinance No. 2016-334, amending provisions of the Calabasas Municipal Code (Code) relating to a Call for Review by City Councilmembers

Mr. Howard presented the report.

Carl Ehrlich spoke on Item No. 9.

**After discussion, Mayor pro Tem Maurer moved, seconded by Councilmember Shapiro to introduce Ordinance No. 2016-334 that a Call for Review may be called up for City Council review upon the written request of any two members of the City Council.**

**Councilmember Gaines amended Mayor pro Tem Maurer's motion, seconded by Councilmember Shapiro to introduce Ordinance No. 2016-334 to add that a Call for Review for the purpose of waiving or reducing a fee is not an appropriate basis for making or granting a Call for Review. MOTION CARRIED 3/2 as follows:**

AYES: Councilmembers Gaines, Shapiro and Weintraub

NAYS: Mayor Bozajian and Mayor pro Tem Maurer

Mayor Bozajian stated that his opposition was based on his belief that this text should not be in the Code.

**Mayor pro Tem Maurer moved, seconded by Councilmember Shapiro to introduce Ordinance No. 2016-334 that a Call for Review may be called up for City Council review upon the written request of any two members of the City Council; and to add that a Call for Review for the purpose of waiving or reducing a fee is not an appropriate basis for making or granting a Call for Review MOTION CARRIED 5/0 as follows:**

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

Mayor pro Tem Maurer stated that she would like appeal fees be reviewed by the Planning Commission.

10. Introduction of Ordinance No. 2016-335, amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed

Mr. Howard presented the report.

**Councilmember Shapiro moved, seconded by Councilmember Weintraub to introduce Ordinance No. 2016-335. MOTION CARRIED 5/0 as follows:**

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

### **INFORMATIONAL REPORTS**

11. Check Register for the period of March 2-9, 2016  
**No action was taken on this item.**

## **TASK FORCE REPORTS**

Councilmember Shapiro reported that he and Mayor pro Tem Maurer attended a successful meeting with the Senior Taskforce to select furniture and other items for the new Senior Center.

Councilmember Weintraub reported on her attendance to the COG meeting and stated that the Choice Aggregate Program will be presented at a future Council meeting.

Councilmember Gaines reported on his and Mayor pro Tem Maurer's attendance to the School Area Traffic Committee Safety meeting.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that Mike Malmoth is securing financing to move forward with his classic vintage car venture.

## **FUTURE AGENDA ITEMS**

None.

## **ADJOURN**

Mayor Bozajian reminded everyone that April 5 is the City's 25<sup>th</sup> anniversary.

The City Council adjourned at 8:45 p.m. to their next regular meeting scheduled on Wednesday April 13, 2016, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



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

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER  
HEATHER MELTON, LANDSCAPE DISTRICT MANAGER**

**SUBJECT: ADOPTION OF RESOLUTION NO. 2016-1501, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2016-2017, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NO. 27 AND ORDERING PREPARATION OF A PRELIMINARY ENGINEER'S REPORT; RESOLUTION NO. 2016-1502, APPROVING A PRELIMINARY ENGINEER'S REPORT WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2016-2017; RESOLUTION NO. 2016-1503, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICTS NO. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING.**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Adoption of Resolution No. 2016-1501, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No.

22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017, ordering the preparation of a district map indicating the proposed boundaries of an annexation to the City of Calabasas Landscape Lighting Act District No. 27 and ordering preparation of a preliminary engineer's report; Resolution No. 2016-1502, approving a Preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017; Resolution No. 2016-1503, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act Districts No. 22, 24, 27 and 32 and setting a time and place for public hearing.

**BACKGROUND:**

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

Landscape Lighting Act District No. 22 - Calabasas Park Area (LLAD 22)

Landscape Lighting Act District No. 24 - Lost Hills Road & The  
Saratogas (LLAD 24)

Landscape Lighting Act District No. 27 - Las Virgenes Road (LLAD 27)

Landscape Lighting Act District No. 32 - Agoura Road/Lost Hills Road  
Commercial District (LLAD 32)

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

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

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

**DISCUSSION/ANALYSIS:**

The assessment formula in LLAD 22 for Fiscal Year 2016-2017 will be the same as the previous year.

Landscape Lighting Act Districts 22, 24 and 32 will remain the same as last year (aside from implementation of a 0.91% CPI inflation adjustment) and will not be balloted.

The assessment formula is specific to each Zone and reflects the cost for maintenance of landscaping, pest control, trees, utilities and annual fire break clearance/weed abatement, divided equally amongst those parcel owners. Each Zone will have a 'not to exceed' budget established by the number of parcels times the amount of the assessment. For example, a Zone with 400 parcels at \$621.43 per parcel per year will generate \$248,572.00 in revenue, to be used for the maintenance within that Zone. A reserve fund must be maintained in order to provide for cash flow in the first half of the next fiscal year. A landscape maintenance contract for LMD/LLAD 22 was bid in the first quarter of Fiscal Year 2010-2011. For four of the Zones within LLAD 22 a new landscape maintenance contract was executed in June, 2014. In addition, this year the City will implement a 0.91% CPI inflation adjustment to Landscape Maintenance District No. 22 and all Landscape Lighting Act District No. 22 Zones.

For the Fiscal Year 2016-17, the City of Calabasas, at the request of Mont Calabasas member homeowner association (HOA) Board of Directors, proposes annexing Mont Calabasas HOA Zone into Landscaping Lighting District No. 27 (LLAD27). In compliance with Proposition 218, the proposed annexation into the District and assessment will be submitted to the property owners via mailed ballots. The ballots will be tabulated on a date following the June 8, 2016, Public Hearing to determine if there is a majority protest against the proposed annexation. [From engineers report]

Landscape Lighting Act Districts 27 will be levied at the same rate as in Fiscal Year 2015-16 plus a 0.91% CPI annual inflation adjustment.

The Council will be asked to approve three resolutions initiating the annual assessment district administration process. If the Council approves the resolutions a sequence of events follows which includes a Public Hearing on June 8, 2016. If changes are required due to public input, the Final Engineer's Report and the tax roll will be modified to reflect those changes. The tax roll must be submitted to the Los Angeles County Assessor's Office by August 1, 2016.

**FISCAL IMPACT/SOURCE OF FUNDING:**

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

**REQUESTED ACTION:**

Adoption of Resolution No. 2016-1501, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017, ordering the preparation of a district map indicating the proposed boundaries of an annexation to the City of Calabasas Landscape Lighting Act District No. 27 and ordering preparation of a preliminary engineer's report; Resolution No. 2016-1502, approving a Preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017; Resolution No. 2016-1503, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act Districts No. 22, 24, 27 and 32 and setting a time and place for public hearing.

**ATTACHMENTS:**

ATTACHMENT 1: Resolution No. 2016-1501, Initiating Proceedings

ATTACHMENT 2: Resolution No. 2016-1502, Approving the Preliminary Engineer's Report

ATTACHMENT 3: Resolution No. 2016-1503, Declaring Intent to Levy

ATTACHMENT 4: Preliminary Engineer's Report

**ITEM 2 ATTACHMENT 1  
RESOLUTION NO. 2016-1501**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27, AND 32 FOR FISCAL YEAR 2016-17, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NO. 27 AND ORDERING PREPARATION OF A PRELIMINARY ENGINEER'S REPORT.**

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

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

**WHEREAS**, the City Council desires to initiate proceedings to levy these assessments for Fiscal Year 2016-17.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby initiates proceedings to levy the Fiscal Year 2016-17 assessment in connection with Landscape Maintenance District No. 22, Landscaping Lighting Act District No. 22, Landscaping Lighting Act District No. 24, Landscaping Lighting Act District No. 27, and Landscaping Lighting Act District No. 32.

Section 3. The public interest, convenience and necessity, requires the annexation to Landscape and Lighting Act District No. 27 for the purpose of general landscape maintenance as authorized by the Assessment District Law and that Mont Calabasas be defined as that area to be annexed to LLAD No. 27.

Section 4. The proceedings are to be conducted for the LLAD No. 27 annexation to the District under and accordance with the provisions of the "Assessment District Law" and Article XIII D of the California Constitution.

Section 5. The general nature of the improvements shall not be changed from prior years. However, the specific improvements to be maintained, installed or serviced in connection with each District shall be modified as determined by the interactive process conducted by the City and homeowner's associations in connection with the bidding process for landscape maintenance services.

Section 6. The City Council designates AndersonPenna Partners, Inc. as Assessment Engineer and Robert Yalda as the Engineer of Work and directs the Assessment Engineer and Engineer of Work to prepare and file with the City Clerk a preliminary engineers report with respect to the Fiscal Year 2016-17 levy of the assessments in connection with the Districts and annexation. Both the Assessment Engineer and Engineer of Work are designated to sign all papers and documents in connection with the proceedings. Such report shall comply with all requirements of Assessment Law and Article XIII D of the California Constitution.

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

**PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2016.**

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

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Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**ITEM 2 ATTACHMENT 2  
RESOLUTION NO. 2016-1502**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A PRELIMINARY ENGINEER'S REPORT WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2016-2017.**

**WHEREAS**, by prior resolution, the City Council initiated proceedings to Levy and Collect Assessments for Fiscal Year 2016-2017 in connection Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with with Landscape Maintenance District No. 22; and

**WHEREAS**, by prior resolution, the City Council designated AndersonPenna Partners, Inc. to serve as Assessment Engineer with respect to the Districts and directed the Assessment Engineer to prepare and file a report with respect to the Fiscal Year 2016-2017 assessments levied in connection with the Districts; and

**WHEREAS**, a report of the Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" dated April 13, 2016, (the "Report") is on file in the Office of the City Clerk and available for public inspection; and

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

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

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

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

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

**PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2016.**

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**ITEM 2 ATTACHMENT 3  
RESOLUTION NO. 2016-1503**

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

**WHEREAS**, by prior resolution, the City Council initiated proceedings to levy and collect assessments for Fiscal Year 2016-17 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with Landscape Maintenance District No. 22; and

**WHEREAS**, by prior resolution, the City Council approved the Report of AndersonPenna Partners, Inc., as Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" and dated April 13, 2016, (the "Report"), which Report is on file in the office of the City Clerk and available for public inspection; and

**WHEREAS**, the City Council desires to move forward with proceedings to levy the Fiscal Year 2016-17 assessments.

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

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

Section 2. The City Council declares its intention to levy and collect an assessment for Fiscal Year 2016-17 in connection with the Districts.

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

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

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

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

Section 6. The amount of the assessment is unchanged from Fiscal Year 2015-2016 except a .91% CPI inflation adjustment as approved in previous years' proceedings under Article XIID of the California Constitution (Proposition 218).

Section 7. The City Council will hold a hearing (the "Hearing") on the Fiscal Year 2016-17 levy of assessments in connection with the Districts and in connection with Landscape Maintenance District No. 22, on June 8, 2016, at 7:00 p.m., or as soon thereafter as feasible, in the Council Chambers located at Calabasas City Hall, 100 Civic Center Way, Calabasas California. At the Hearing, all interested persons shall be permitted to present written and/or oral testimony regarding the proposed assessment.

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

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

**PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2016.**

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk

\_\_\_\_\_  
Scott H. Howard, City Attorney

**CITY OF CALABASAS**

**PRELIMINARY ENGINEER'S REPORT**

**LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 & 32  
(1972 Act Districts)**

**FISCAL YEAR 2016-17**



***CITY of CALABASAS***

**Landscape Lighting Act District No. 22 (CALABASAS PARK AREA)**

**Landscape Lighting Act District No. 24 (LOST HILLS ROAD & THE SARATOGAS)**

**Landscape Lighting Act District No. 27 (LAS VIRGENES ROAD)**

**Landscape Lighting Act District No. 32 (AGOURA ROAD/LOST HILLS ROAD COMMERCIAL  
DISTRICT)**

**April 13, 2016**

**CITY OF CALABASAS  
LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2016-17**

**BACKGROUND AND INTRODUCTION**

**BACKGROUND**

Prior to the incorporation of the City of Calabasas, the County of Los Angeles formed the following Districts pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*):

Landscape Lighting Act District No. 22 (CALABASAS PARK AREA) (Formed in 1979)

Landscape Lighting Act District No. 24 (LOST HILLS ROAD AND THE SARATOGAS) (Formed in 1984)

Landscape Lighting Act District No. 27 (LAS VIRGENES ROAD) (Formed in 1984)

Landscape Lighting Act District No. 32 (AGOURA ROAD/LOST HILLS ROAD COMMERCIAL DISTRICT) (Formed in 1989)

In July 1995, the County of Los Angeles transferred all four Districts to the City of Calabasas.

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

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

**INTRODUCTION**

This report was prepared in response to the City Council action ordering a report for the levy of assessments for the fiscal year commencing July 1, 2015 and ending June 30, 2016. This report is prepared in compliance with the requirements of Proposition 218, and the Landscaping and Lighting Act of 1972.

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2016-17, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the same rate as was in effect in Fiscal Year 2015-16, plus a 0.91% CPI inflation adjustment as recommended by the City of Calabasas' Chief Financial Officer. As the assessments are levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2016-17**

**PLANS AND SPECIFICATIONS**

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office. The items listed below are incorporated into this Engineer's Report by reference.

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

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

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

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2016-17**

**ESTIMATE OF COST**

The estimated budget for Fiscal Year 2016-17 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2016, is projected from 2015-2016 budget year. These fund balances are used to finance all work from July 1, 2016 until June 30, 2017. The first deposit from the County Assessor's Office to the District's accounts is December 2016. The projected carryover from FY 2016-17 will be the beginning fund balance for Fiscal Year 2017-2018 and so forth.

<b>CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 &amp; 32 SOURCES AND USES FOR FY 2016-17</b>				
	<b>LLAD 22</b>	<b>LLAD 24</b>	<b>LLAD 27</b>	<b>LLAD 32</b>
<i>SOURCES</i>				
BEGINNING BALANCE (Est.)	169,500	201,300	28,600	6,200
BENEFIT ASSESSMENT *	2,837,100	191,200	32,600	33,400
OTHER CITY FUNDS	1,000,000			
INTEREST	2,500	3,000	400	100
<b>TOTAL SOURCES</b>	<b>4,009,100</b>	<b>395,500</b>	<b>61,600</b>	<b>39,700</b>
<i>USES</i>				
CITY ADMINISTRATIVE COSTS (SALARIES, CONSULTANTS, INCIDENTAL COSTS, ETC.)	157,400	10,500	3,100	2,500
UTILITIES (IRRIGATION WATER & ELECTRICAL TO POWER IRRIGATION CONTROLLERS)	839,900	26,600	2,400	4,900
MAINTENANCE CONTRACTS/PEST CONTROL	1,304,700	104,000	38,700	25,600
TREE MAINTENANCE (INSTALLATION, TRIMMING, REMOVALS)	302,200	38,200	14,700	1,000
FIRE BREAK / BRUSH CLEARANCE	317,100	21,000	-	-
CAPITAL IMPROVEMENTS	-	-	-	-
GENERAL BENEFIT LANDSCAPING IMPROVEMENTS*	1,000,000	-	-	-
<b>TOTAL USES</b>	<b>3,921,300</b>	<b>200,300</b>	<b>58,900</b>	<b>34,000</b>
<b>ENDING BALANCE CARRYOVER</b>	<b>87,800</b>	<b>195,200</b>	<b>2,700</b>	<b>5,700</b>

\*Other City Funds – funds the maintenance of general benefit landscape improvements. See LLAD No. 22 General Benefit.

The City of Calabasas' Chief Financial Officer provided the FY 2016-17 Budget Sources and Uses and Consumer Price Index increase 0.91%.

The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.



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

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

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

Land Use	Traffic Generation Factor	Assessment Unit
Single Family (Houses and	10 trips per day	1.0 (10 trips/10 trips) per
Multi-Family	6 trips per day	0.6 (6 trips/10 trips) per unit)
Commercial Parcel	40 trips per day	4.0 (40 trips/10 trips) per

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98.

- The removal of weeds, trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;
- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety;
- Landscape rodent and pest control;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for irrigation of any landscape, operation of any fountains or maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

### **METHODOLOGY**

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

### **GENERAL BENEFIT**

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

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

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

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

### **SPECIAL BENEFIT**

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible

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

At this time, there are no *Multiple Family Residential* parcels (apartments) in the District. If at a later date, any parcel in the District comes under this land use, it would be assessed to reflect the available data that indicates Multiple Family Residential. Parcels in the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned  $20 \times 0.6 = 12$  Assessment Units.

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

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

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

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

#### **FORMULA OF ASSESSMENT**

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment

**LANDSCAPE LIGHTING ACT DISTRICT NO. 24 (1972 ACT DISTRICT)  
(LOST HILLS)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For the Fiscal Year 2016-17, the assessments in Landscape Lighting Act District No. 24 (LLAD 24) will be levied at the same rate as in Fiscal Year 2015-16 plus a 0.91% CPI annual inflation adjustment.

**IMPROVEMENTS**

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

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

LLAD 24 provides funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;

community, there is a single residential land use. The Zones located within the District are as follows:

Archstone Calabasas	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

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

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

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

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

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

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

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;
- Landscape rodent and pest control;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscaping, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

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

#### **GENERAL BENEFIT/SPECIAL BENEFIT**

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

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

#### **Special Benefit – Proposed Mont Calabasas HOA Zone Annexation.**

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

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

**See Exhibit C for the Landscape Lighting Act District No. 27 (1972 Act) Assessments by Zone.**

- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

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

#### **GENERAL BENEFIT/SPECIAL BENEFIT**

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

#### **FORMULA OF ASSESSMENT**

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

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

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

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

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

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

**CITY OF CALABASAS  
LANDSCAPE AND LIGHTING DISTRICTS  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2016-17**

**ANNEXATIONS AND DETACHMENTS**

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

**LLAD 22 (1972 ACT DISTRICT)**

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

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

For 2009-10 fiscal year, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

For 2011-12 fiscal year, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

**LLAD 24 (1972 ACT DISTRICT)**

For 2000-01 fiscal year, Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was annexed into LLAD 24.

For 2000-01 fiscal year, Zone, Calabasas View HOA, was detached from LLAD 24.

For 2002-03 fiscal year, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

**LLAD 27 (1972 ACT DISTRICT)**

For 2016-17, Mont Calabasas Zone is proposed to be annexed into the District per Proposition 218 proceedings.

**LLAD 32 (1972 ACT DISTRICT)**

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

**EXHIBIT A**  
**City of Calabasas LLAD 22**  
**Maintenance Costs and Assessment by Zone**

ZONE	FY 16-17 Maintenance Costs & Benefit Assessment	Land Use	No. of Parcels	No. of Acres	FY 15-16 Asmt Rate (includes 1.35% CPI Increase)	FY 16-17 Asmt Rate (0.91% CPI Increase)	Per Parcel/ Acre
Bellagio	\$ 149,232.00	SFR	160		\$ 924.29	\$ 932.70	Parcel
Calabasas Country Estates	\$ 61,426.29	SFR	37		\$ 1,645.20	\$ 1,660.17	Parcel
Calabasas Hills	\$ 367,617.60	SFR	490		\$ 743.47	\$ 750.24	Parcel
Classic Calabasas Park	\$ 372,386.06	SFR	458		\$ 805.74	\$ 813.07	Parcel
Calabasas Park Estates	\$ 430,002.25	SFR	425		\$ 1,002.65	\$ 1,011.77	Parcel
Calabasas Rd Comm / Old Town	\$ 36,111.43	Commercial	66	113.83	\$ 314.38	\$ 317.24	Acre
Clairidge	\$ 131,808.14	SFR	34		\$ 3,841.75	\$ 3,876.71	Parcel
Las Villas	\$ 115,324.42	SFR	89		\$ 1,284.09	\$ 1,295.78	Parcel
Oak Creek	\$ 7,781.41	Condo	17		\$ 453.60	\$ 457.73	Parcel
Oak Park	\$ 176,515.52	Condo	268		\$ 652.70	\$ 658.64	Parcel
Palatino	\$ 90,028.80	SFR	120		\$ 743.47	\$ 750.24	Parcel
The Oaks of Calabasas	\$ 418,633.92	SFR	558		\$ 743.47	\$ 750.24	Parcel
Vista Pointe	\$ 299,899.53	SFR	189		\$ 1,572.46	\$ 1,586.77	Parcel
Westridge	\$ 179,094.06	SFR	111		\$ 1,598.91	\$ 1,613.46	Parcel
<b>TOTAL</b>	<b>\$ 2,835,861.43</b>		<b>3,022</b>	<b>113.83</b>			

Detailed LLAD Operation and Maintenance Landscaping Services budgets are on file at the City.

**EXHIBIT B**  
**City of Calabasas LLAD 24**  
**Maintenance Costs and Assessment by Zone**

<b>ZONE</b>	<b>FY 16-17 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>Dwelling Units</b>	<b>FY 15-16 Asmt Rate Per Dwelling Units (1.35% CPI increase)</b>
Deer Springs	\$ 42,303.00	Residential	300	300	\$ 139.74
Steeplechase	\$ 33,842.40	Residential	240	240	\$ 139.74
El Encanto	\$ 6,063.43	Residential	43	43	\$ 139.74
Archstone Calabasas	\$ 84,606.00	Residential	2	600	\$ 139.74
Lone Oak	\$ 6,768.48	Residential	48	48	\$ 139.74
Mira Monte (Tract 52150)	\$ 4,794.34	Residential	34	34	\$ 139.74
<b>District 24 Subtotal</b>	<b>\$ 178,377.65</b>		<b>667</b>	<b>1,265</b>	
Saratoga Ranch	\$ 2,296.63	Residential	49	49	\$ 46.45
Saratoga Hills	\$ 10,358.27	Residential	221	221	\$ 46.45
<b>Saratogas Subtotal</b>	<b>\$ 12,654.90</b>		<b>270</b>	<b>270</b>	
<b>DISTRICT TOTAL</b>	<b>\$ 191,032.55</b>		<b>937</b>	<b>1,535</b>	

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT C**  
**City of Calabasas LLAD 27**  
**Maintenance Costs and Assessment by Zone**

ZONE	FY 16-17 Maintenance Costs & Benefit Assessment	No. of Parcels	FY 14-15 Asmt Rate Per Parcel (1.08% CPI Increase)	FY 15-16 Asmt Rate Per Parcel (1.35% CPI Increase)	FY 16-17 Asmt Rate Per Parcel (0.91% CPI Increase)
<b>Las Virgenes Road Assessment</b>					
Casden Malibu Canyon	\$ 316.35	3	\$ 103.11	\$ 104.50	\$ 105.45
Las Virgenes Park	\$ 15,184.80	144	\$ 103.11	\$ 104.50	\$ 105.45
Las Virgenes Village	\$ 17,082.90	162	\$ 103.11	\$ 104.50	\$ 105.45
Proposed Mont Calabasas	\$ 11,599.50	110			\$ 105.45
<b>TOTAL</b>	<b>\$ 44,183.55</b>	<b>419</b>			

ZONE	FY 16-17 Maintenance Costs & Benefit Assessment	No. of Parcels	FY 16-17 Asmt Rate Per Parcel (0.91% CPI Increase)
Proposed Mont Calabasas - HOA Landscaping	\$ 220,000.00 -	110	\$ 2,000.00
<b>TOTAL</b>	<b>\$ -</b>	<b>110</b>	

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT D**  
**City of Calabasas LLAD 32**  
**Maintenance Costs and Assessment**

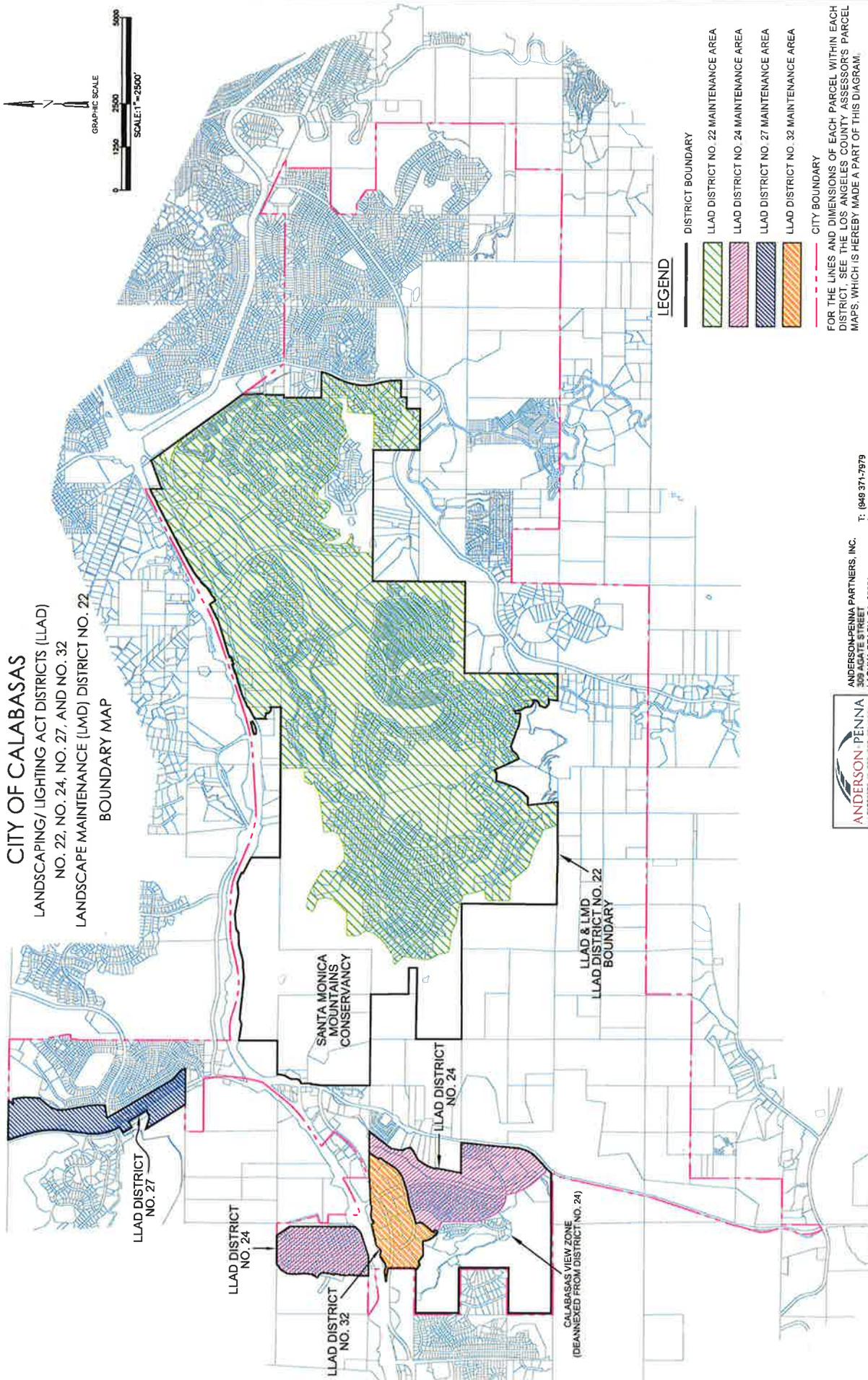
<b>ZONE</b>	<b>FY 16-17 Maintenance Costs and Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>FY 15-16 Asmt Rate Per Parcel (1.35% CPI Increase)</b>
<b>Single Parcels</b>	<b>\$ 28,123.52</b>	<b>Commercial</b>	<b>16</b>	<b>\$ 1,741.87</b>
<b>Parcel Splits</b>	<b>\$ 3,515.44</b>	<b>Commercial</b>	<b>4</b>	<b>\$ 870.94</b>
<b>TOTAL</b>	<b>\$ 31,638.96</b>		<b>20</b>	

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.



**EXHIBIT E**  
**DISTRICT NO. 22 ASSESSMENT RATES HISTORY**

**EXHIBIT A**  
**CITY OF CALABASAS**  
 LANDSCAPING/ LIGHTING ACT DISTRICTS (LLAD)  
 NO. 22, NO. 24, NO. 27, AND NO. 32  
 LANDSCAPE MAINTENANCE (LMD) DISTRICT NO. 22  
 BOUNDARY MAP



**LEGEND**

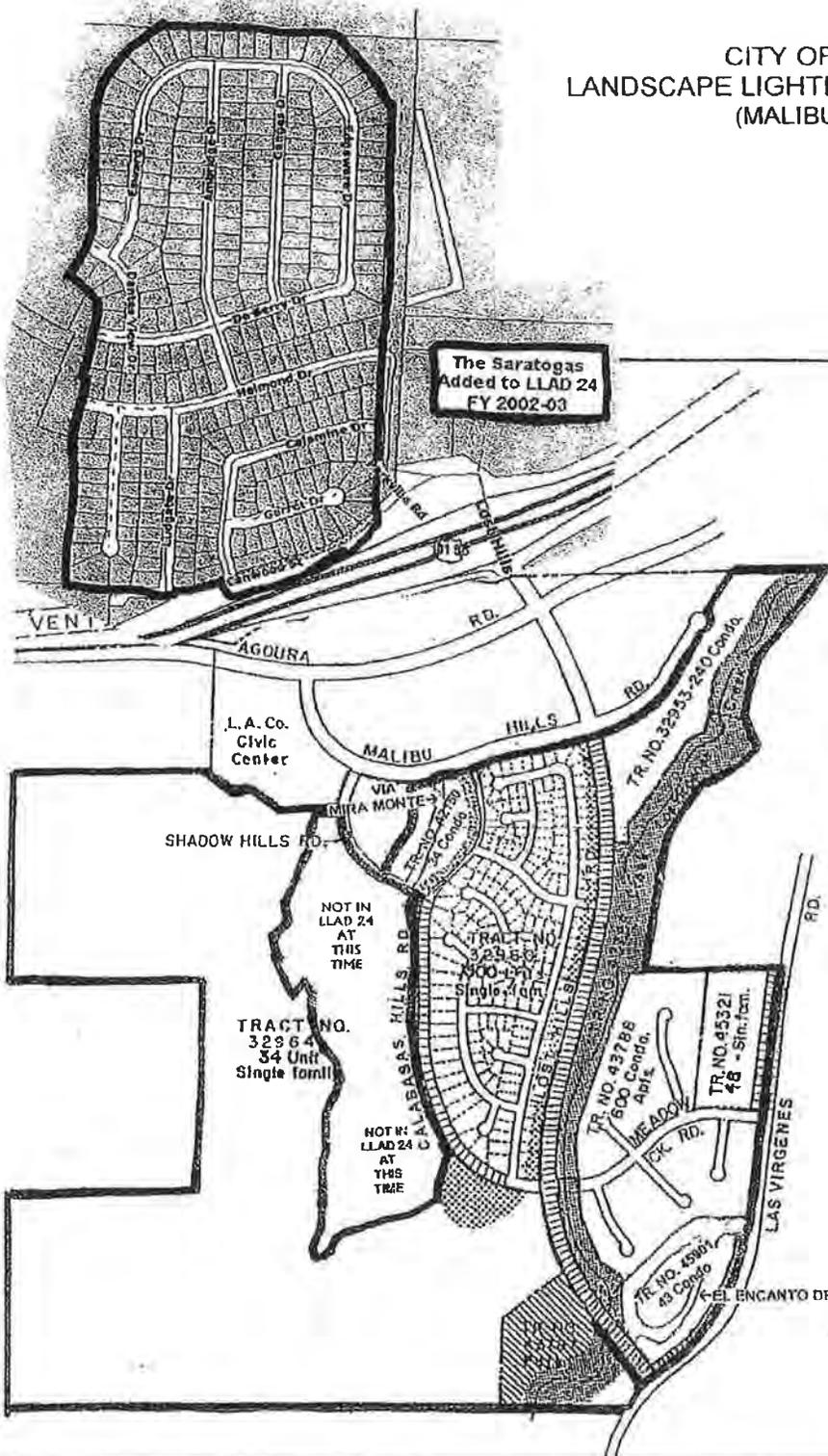
- DISTRICT BOUNDARY
- ▨ LLAD DISTRICT NO. 22 MAINTENANCE AREA
- ▨ LLAD DISTRICT NO. 24 MAINTENANCE AREA
- ▨ LLAD DISTRICT NO. 27 MAINTENANCE AREA
- ▨ LLAD DISTRICT NO. 32 MAINTENANCE AREA
- - - CITY BOUNDARY

FOR THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN EACH DISTRICT, SEE THE LOS ANGELES COUNTY ASSESSOR'S PARCEL MAPS, WHICH IS HEREBY MADE A PART OF THIS DIAGRAM.

ANDERSON-PENNA PARTNERS, INC.  
 390 CALABASAS STREET  
 CALABASAS, CA 91301  
 T: (818) 371-7979  
 F: (818) 376-7511



CITY OF CALABASAS  
 LANDSCAPE LIGHTING ACT DISTRICT NO. 24  
 (MALIBU LOST HILLS)



The Saratogas  
 Added to LLAD 24  
 FY 2002-03

**LEGEND**

- PLANTED SLOPE: 2.53 Ac.
- CREEK AREA: 6.0 Ac.
- PARK (TURF): 8.5 Ac.
- STREET TREES & WELLS: 345
- PLANTED MEDIANS & PARKWAYS (TURF): 1.61 Ac.
- LOT BOUNDARIES
- DISTRICT BOUNDARY

**APPROXIMATE QUANTITIES**  
 5 - CONTROLLERS  
 70 - VALVES  
 1150 - HEADS



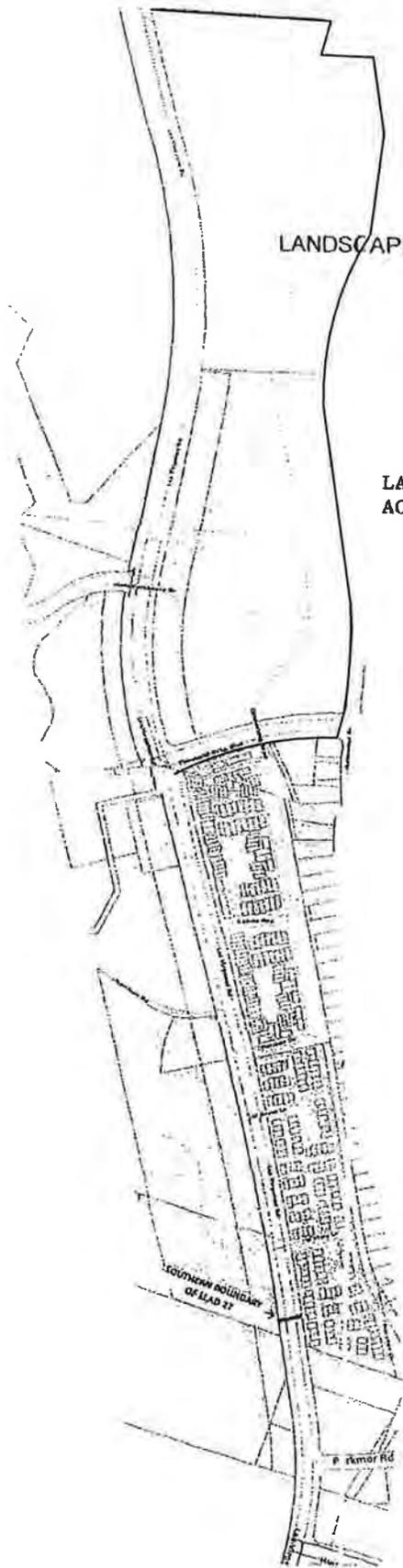
(NO SCALE)

**EXHIBIT A**  
**MALIBU**  
**LOST HILLS**  
**L.L.A. DISTRICT No. 24**

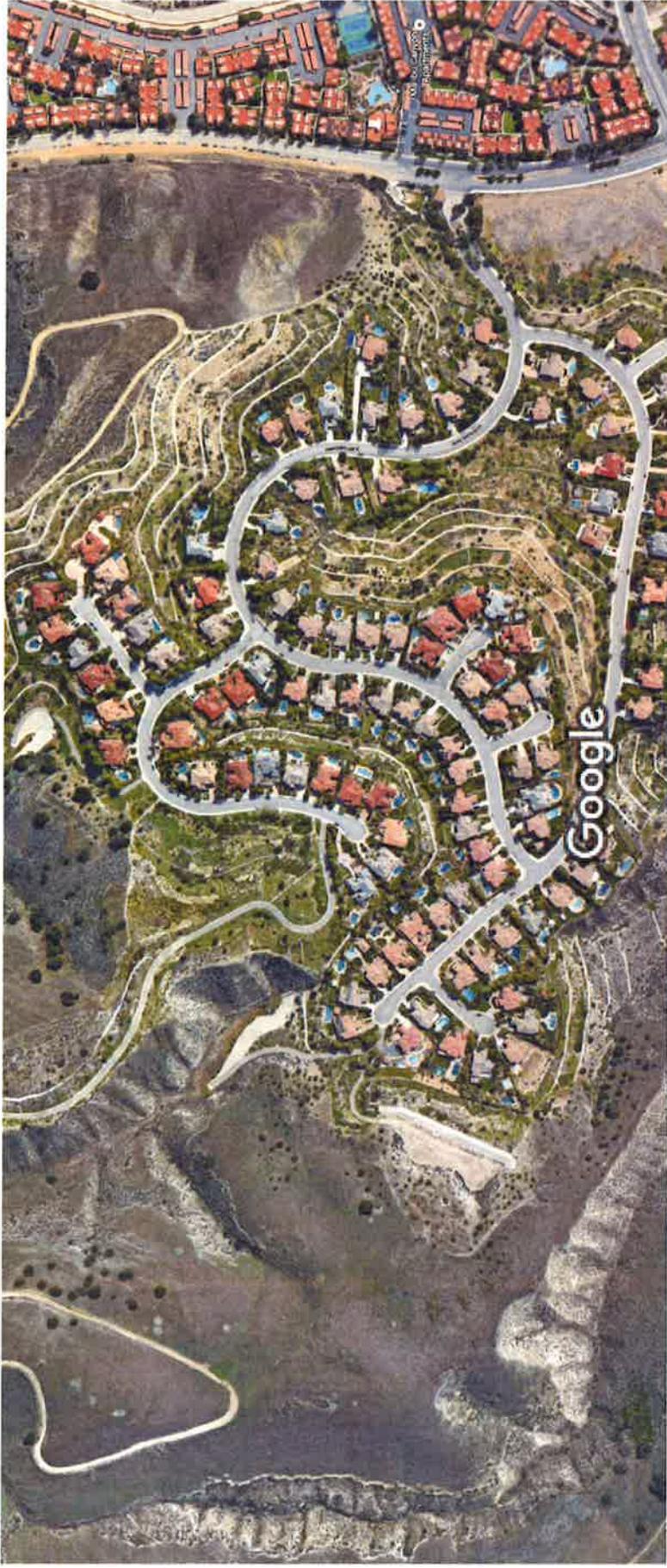
**B & E ENGINEERS**  
 Civil Engineering • Surveying  
 Land Planning  
  
 872 Colorado Blvd. • Suite 372  
 Los Angeles, CA 90041 • (213) 754-6134 • (415) 510-0271

CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 27  
(LAS VIRGENES)

LANDSCAPE LIGHTING  
ACT DISTRICT NO. 27



**Google Maps** Mont Calabasas Dr



Imagery ©2016 Google, Map data ©2016 Google 200 ft

**Mont Calabasas Dr**  
Calabasas, CA 91302



The nineteen parcels  
that make up Landscape  
Maintenance District 32



Encompasses Malibu Hills Rd,  
Shadow Hills Rd & portions of  
Lost Hills Rd & Agoura Rd



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*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** APRIL 4, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE CALABASAS ROAD PARK AND RIDE PROJECT, SPECIFICATION NO. 15-16-02, TO SULLY-MILLER CONTRACTING COMPANY IN THE TOTAL AMOUNT OF \$723,534.

**MEETING DATE:** APRIL 13, 2016

---

**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the construction contract for the Calabasas Road Park and Ride Project, Specification No. 15-16-02, to Sully-Miller Contracting Company in the amount of \$692,534. This amount includes 12% contingency, which is within the standard for construction contracts of this type and magnitude.

Staff also recommends appropriating \$11,000 to Converse Consultants for performing quality control and material testing services, and \$20,000 to KOA Corporation for construction management for this project.

Staff is recommending appropriations for a total of \$723,534 to cover costs associated with this project.

## **DISCUSSION/ANALYSIS:**

The new Park and Ride at 23577 Calabasas Road in Old Town Calabasas achieves the nexus requirements for a Highway Operational Improvement project being located within 1,000 feet from the Mulholland Highway/Valley Circle on-ramp interchange with the US-101 freeway and within 700 feet from a bus stop for Metro's Line 161. This project will eliminate a significant gap in the existing Park and Ride network north of Los Angeles, as existing lots are located 23 miles apart. The Calabasas Road Park and Ride lot provides 63 off-street parking spaces for commuters as well as accommodates increasing parking demand in Old Town Calabasas.

Bids for this project were received on March 29, 2016. The award decision was based on the lowest responsible and responsive bidder.

Five sealed bids were received for this project and the lowest responsive bidder was Sully-Miller Contracting Company in the amount of \$618,334. A copy of the bid results are shown in Attachment A.

Sully-Miller Contracting Company is well-known in the region. Staff has checked their references provided in their submitted bid package and received satisfactory reports about the competency and reliability of the contractor as well as the quality of the projects that they have completed for other jurisdictions. Their proposed contract is shown in Attachment B.

Staff recommends increasing the bid amount by 12% for contingency. The additional contingency amount of \$74,200 is to address unforeseen conditions that may be encountered on the project during the construction phase.

Staff recommends appropriating \$11,000 for inspection, quality control and material testing services for this project. The services will be provided by Converse Consultants, the City's on-call material testing & special inspection services consultant. Staff also recommends appropriating \$20,000 for construction management which will be provided by KOA Corporation, the City's on-call construction management consultant. The proposed amounts for both services are reasonable for a project of this type and magnitude.

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

Account No. 40-339-650255 will be used to track all costs associated with the Project Specification No.15-16-02, utilizing Measure R regional revenue to cover all costs pertaining to the project. All requested funds should be appropriated to these accounts and adjust the budget accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the construction contract for the Calabasas Road Park and Ride Project, Specification No. 15-16-02, to Sully-Miller Contracting Company in the amount of \$692,534. This amount includes 12% contingency, which is within the standard for construction contracts of this type and magnitude.

Staff also recommends appropriating \$11,000 to Converse Consultants for performing quality control and material testing services, and \$20,000 to KOA Corporation for construction management for this project.

Staff is recommending appropriations for a total of \$723,534 to cover costs associated with this project.

**ATTACHMENTS:**

Attachment A: Bid Results for Project Specification No.15-16-02

Attachment B: Construction Contract for Sully-Miller Contracting Company.

# ITEM 3 EXHIBIT A

## RECEIVED BID LIST CIP #15-16-02

**PROJECT TITLE:** CALABASAS PARK AND RIDE PARKING LOT

**CONTACT:** BEN CHAN

**BID OPENING DATE:** MARCH 29, 2016

CONTRACTOR	AMOUNT	BID BOND/ CASHIERS	CHECK ACKNOWLEDGED ADDENDUMS
AccessPacific	\$862,429.10	✓	
Paip DBA Excel	\$654,757.25	✓	
KTB Const.	\$769,244.50	✓	
Sully-Miller	\$618,333.50	✓	
Union Eng. Co.	\$706,762.40	✓	

**COMMENTS:**

**NAME:** MARICELA HERNANDEZ

**TITLE:** CITY CLERK

**DATE:** MARCH 29, 2016

**TIME:** 2:15 pm

# ITEM 3 EXHIBIT B

## ARTICLES OF AGREEMENT

### CALABASAS PARK AND RIDE PARKING LOT COMPLETION PROJECT SPECIFICATION NO. 15-16-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS CALABASAS PARK AND RIDE PARKING LOT COMPLETION PROJECT, SPECIFICATION NO. 15-16-02, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 13<sup>TH</sup> day of April, 2016 , BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and SULLEY-MILLER CONTRACTING CO, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the CALABASAS PARK AND RIDE PARKING LOT COMPLETION PROJECT, SPECIFICATION NO. 15-16-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of **\$618, 334 (Six hundred eighteen thousand, three hundred thirty four Dollars,)** unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

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

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

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

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

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

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

## **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

## **ARTICLE IX: Dispute Resolution**

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial

arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: BENJAMIN K. CHAN  
CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

CONTRACTOR: DENNIS GANSEN  
SULLEY-MILLER CONTRACTING CO.  
135 S. State College Blvd., Suite 400  
Brea, CA 92821

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

#### **ARTICLE XV: General Provisions**

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

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**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

DRAFT



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

DRAFT



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

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**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Dennis Gansen

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
SULLEY-MILLER CONTRACTING CO.

Business Address:  
SULLEY-MILLER CONTRACTING CO.  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
(714) 578-9600

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# **WORKERS' COMPENSATION INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

SULLEY-MILLER CONTRACTING CO.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

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## ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

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



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

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**DATE: MARCH 23, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC. FOR TRAFFIC SIGNAL AND RELATED EQUIPMENT MAINTENANCE, ON-CALL, EMERGENCY AND GENERAL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to the Professional Services Agreement with Siemens Industry, Inc. for traffic signal and related equipment maintenance, on-call, emergency and general repair services in an amount not to exceed \$100,000.00.

**BACKGROUND:**

Since 2011 Siemens Industry, Inc. (formerly Republic ITS Inc.) has been the traffic signal maintenance contractor for the City.

Routine, preventive and on-call maintenance provided includes but is not limited to: cabinet cleaning, signal timing checks, equipment testing and inspection, safety assessments, repairing damage related signals, vandalism, re-wiring, upgrading or replacing signal controllers, replacing lenses and detectors, assisting with new

signal installations or modifications and testing conflict monitors, and other related traffic signal issues/services required.

**DISCUSSION/ANALYSIS:**

Unfortunately due to unforeseen traffic signal related impacts during construction of a few of the City's Capital Improvement projects (Las Virgenes Widening and Mulholland Hwy Scenic Corridor) some extraordinary issues caused extra encumbrances of funds from the current contract with Siemens Industry, Inc. In order to continue with regularly schedule maintenance and on-call emergency services without interruption, staff is requesting an increase of the current contract amount to ensure payment for any and all additional cost related traffic signal services through June 30, 2016.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The budget for traffic signal maintenance, equipment maintenance, on-call and emergency services are already budgeted within the Public Works Department's operating budget (Funds 10 and 40) for the 2015-2016 fiscal year.

**REQUESTED ACTION:**

Staff recommends that the City Council approve an amendment to the Professional Services Agreement with Siemens Industry, Inc. for traffic signal and related equipment maintenance, on-call, emergency and general repair services in an amount not to exceed \$100,000.00.

**ATTACHMENTS:**

- ATTACHMENT A – Professional Services Agreement Amendment
- ATTACHMENT B – Professional Services Agreement

**AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT**  
**(City of Calabasas and Siemens Industry, Inc.)**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 13th day of April 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and **Siemens Industry, Inc.** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated **July 1, 2015** in the following fashion:

- A. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1— Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.~~
- B. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2— Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4— Expiration Date of the “Agreement” to read as follows:~~
- ~~3.4 “Expiration Date”: \_\_\_\_\_.~~
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of **\$100,000.00**.

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

Professional Services Agreement  
City of Calabasas//**Siemens Industry, Inc.**

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Siemens Industry, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Steven M. Teal, Jr., Director of Service

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

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

By: \_\_\_\_\_  
Michael Hutchens, Southwest Area Operations  
Manager

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

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

(City of Calabasas/ Siemens Industry, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Siemens Industry, Inc. an Incorporation** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Traffic signal and related equipment, flashing beacons and V-Calm digital signs, routine and extraordinary maintenance, on-call, emergency and general repair services.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **July 1, 2015.**
- 3.4 "Expiration Date": **June 30, 2016.**

**4. TERM**

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

Initials: (City) ma (Contractor) st

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Fifty Thousand Dollars (\$50,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Michael Hutchens** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

Initials: (City) ma (Contractor) ET

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

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

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

6. **COMPENSATION**

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

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City) pmc (Contractor) st

10. INDEMNIFICATION

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

Initials: (City) ML (Contractor) SA

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

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

## 11. INSURANCE

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

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

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

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

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

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

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

Initials: (City) ML (Contractor) SA

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

Initials: (City) ma (Contractor) JK

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

**Siemens Industry, Inc.**  
**1266 North La Loma Circle**  
**Anaheim, CA 92806**  
**Attn: Michael Hutchens**  
**Telephone: (714) 630-2100**  
**Facsimile: (714) 630-2828**

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

Initials: (City) mc (Contractor) SA

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

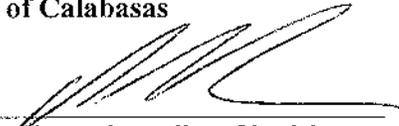
19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Siemens Industry, Inc.

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

**“City”**  
City of Calabasas

By:   
Anthony Corpalles, City Manager

Date: 6/29/15

**“Consultant”**  
Siemens Industry, Inc.

By:   
Steven M. Teal, Jr., Southwest Operations Manager

Date: 6/23/2015

By:   
Tara Inboriboon, Commercial Area Manager, FBA

Date: 6/18/2015

Attest:

By:   
Maricela Hernandez, MMC  
City Clerk

Date: 6/29/15

Approved as to form:

By:   
Scott H. Howard, City Attorney

Date: 6/25/15

EXHIBIT A  
SCOPE OF WORK



Siemens Industry Inc.  
2200 W. Orangewood Ave. Suite 210  
Orange, California 92868  
714.456.9902  
714.456.9905 Fax  
[www.usa-siemens.com/mobility](http://www.usa-siemens.com/mobility)

## **Exhibit A Scope of Work**

Please consider this as a formal request for the extension of our current PSA for Traffic Signal Maintenance. Work performed under this PSA is to remain intact and as mutually agreed upon in the previous scope of services for the current PSA. At this time, we are requesting to continue service for an additional year which will extend the current contract through June 30th, 2016.

At this time we are requesting an increase that matches the current (April 2015) CPI of .5%. An adjusted price schedule (Exhibit B) is attached as well as a copy of the current CPI (Exhibit B1).

We feel we have completed another successful and mutually beneficial year with the City of Calabasas. We thank you for your business and we are looking forward to another successful year working together. We truly appreciate your business.

## EXHIBIT A SCOPE OF WORK

# SIEMENS

### Exhibit A Scope of Work

Siemens Industry, Inc. welcomes the opportunity to submit the extension for the Traffic-Related Electrical Devices Maintenance Program.

We are a California licensed and bonded Class A, B, C-10, C-16 and C-20 contractor (CA License #758796).  
Siemens Federal Tax ID: 13-2762488.

With the experience of providing traffic signal maintenance services to the City of Calabasas, Siemens has obtained a vast amount of knowledge and in-depth understanding of the traffic signal infrastructure throughout the Calabasas community. Siemens offers the knowledge and experience to perform at the highest possible level for the City of Calabasas.

Siemens fundamental goal is to establish our company as a partner with the City of Calabasas; a partner who you can rely on to deliver the highest quality solutions and services in the industry. Through this relationship, we are able to bring new opportunities for growth and improvement. As a result of the long term partnership, we will be able to bring benefits to the City and its residents for many years to come.

Siemens is a leader in the Intelligent Traffic Solutions market in the U.S. and continues to develop intelligent, economical, and integrated solutions that improve the safety, energy efficiency, and traffic flow for the community. Our product and service offerings are designed to reduce expenses and generate additional capital that can be invested into additional infrastructure improvements.

Siemens takes pride in providing complete solutions to all traffic signal maintenance projects. Knowledgeable and qualified personnel, fast response times and innovation in the traffic signal and streetlight business are priorities of our organization. This is highlighted by our broad experience, outstanding field staff, and our commitment to providing exceptional customer service. Siemens looks forward to continuing to demonstrate these priorities to the City of Calabasas for many years to come.

EXHIBIT B  
APPROVED FEE SCHEDULE



## Exhibit B Fee Schedule

### Price Proposal

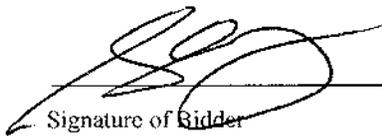
	2014/15 (Current) Rates			2015/16 Rates Increase		
<b>Routine Maintenance</b>			<b>Per Each</b>			<b>Per Each</b>
Each Signalized Intersection Per Month			\$80.00			\$84.00
Each Pole Mounted Flashing Beacon, Per Month			\$45.00			\$47.25
<b>Labor</b>	<b>Regular/ Hr</b>	<b>Overtime/ Hr</b>	<b>Double Time/ Hr</b>	<b>Regular/ Hr</b>	<b>Overtime/ Hr</b>	<b>Double Time/ Hr</b>
Traffic Signal Supervisor	\$85.00	\$120.00	\$160.00	\$89.25	\$126.00	\$168.00
Engineering Technician	\$85.00	\$120.00	\$160.00	\$89.25	\$126.00	\$168.00
Traffic Signal Technician	\$79.00	\$110.00	\$140.00	\$82.95	\$115.50	\$147.00
Traffic Signal Laborer	\$60.00	\$85.00	\$105.00	\$63.00	\$89.25	\$110.25
<b>Extraordinary Maintenance</b>			<b>Per Each</b>			<b>Per Each</b>
Conflict Monitor Testing (Per Each Intersection)			\$75.00			\$78.75
6' Circular Loop (1-4)			\$400.00			\$420.00
6' Circular Loop (5-11)			\$375.00			\$393.75
6' Circular Loop (12+)			\$350.00			\$367.50
Cabinet Testing			\$950.00			\$997.50
V-Calm Radar Speed Sign Repair			T&M			T&M
<b>Equipment</b>			<b>Per Hr</b>			<b>Per Hr</b>
Pickup Truck			\$10.00			\$10.50
Service Truck			\$20.00			\$21.00
Bucket Truck			\$28.00			\$29.40
Crane			\$65.00			\$68.25

\*\*\*The 2014/2015 rates were 2011 rates\*\*\*

**NON-COLLUSION AFFIDAVIT**

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

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

  
\_\_\_\_\_  
Signature of Bidder

2200 W Orangewood Ave, Suite 210, Orange, CA 92666  
Business Address

~~Place of Residence~~

~~Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.~~

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

~~My Commission Expires \_\_\_\_\_ 20\_\_.~~

*Please see Attached*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

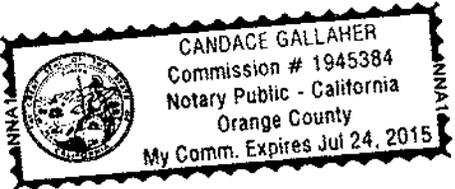
On June 24th, 2015 before me, Candace Gallaher - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Steven Teal  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.  
Signature Candace Gallaher  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

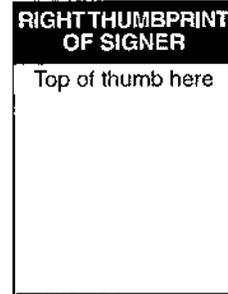
### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

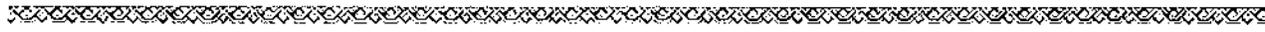


Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: 6/23/2015

(Contractor) Siemens Industry, Inc.

By:

(Signature)



(Title)

Steven Teal, Operations Manager

Attest:

Michael J. Hutchens

By:

(Signature)

  
Sr. Service Account Manager

(Title)

**DELEGATION OF APPROVAL AUTHORITY FROM  
PRESIDENT KEVIN RIDDETT AND VICE PRESIDENT FINANCE & BUSINESS  
ADMINISTRATION MATTHIAS SCHLELEIN**

Mobility Management  
Rolling Stock  
Turnkey Projects & Electrification  
Customer Service

**SIEMENS INDUSTRY, INC. – MOBILITY DIVISION**

- A. The undersigned **Kevin Riddett, President** and **Matthias Schlelein, Vice President, Finance and Business Administration** of the Mobility Division of Siemens Industry, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as President and Vice President Finance & Business Administration to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

<b>AUTHORIZED SIGNATORIES</b>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
John Paljug VP -MM	Marsha Smith Senior. Director, FBA - MM
Michael Cahill, VP-RS	Christopher Halleus, FBA -RS
Robin Stimson Vice President, RS MK&S	Michael Tyler Senior Director, RS CS
Chris Maynard Senior Director, RS CS	Madeline Rodriguez Director, RS LOC
Steffen Goeller	Christopher Giesch
Dave Ward Vice President, RS LOC	

- B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph.

<b>AUTHORIZED SIGNATORIES</b>	
<u>Sales Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Douglas Dreisbach Director of Projects -MM	Mary Rachel Pearce Director of Finance & Administration -MM
Bradley Hall – VP, Sales	Scott Carper, Manager, FBA – MM
Jack Wilson – MM, Sales	Valerie Conway Senior Director, SCM RS
Sameer Joshi - ITS	Rajarshi Ghosh -ITS

Steve Gitkin, Sales Director - ITS	Jessica Shaiegan, MM
---------------------------------------	----------------------

- C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
David Gutierrez Director, RS UT	Nikki Bassi Director, RS HS
Tony Ritter Director, RS CS	Cathie Steele Sub-Segment Controller, RS CS UT
Reiner Martin Director, RS CS	Kim Swain Segment Controller, RS Metros & Coaches
Omid Akbarzadeh-Paydar Business Manager Bogies, RS LOC BG	Fleur Gessner Segment Controller, RS BG
Mark Bennett Vice President, RS Operations	Carrie Hernandez SCC SPR RS
Raymond Ginnell General Project Manager, RS	Washington Carter, Procurement -MM
Jaimie Doherty	

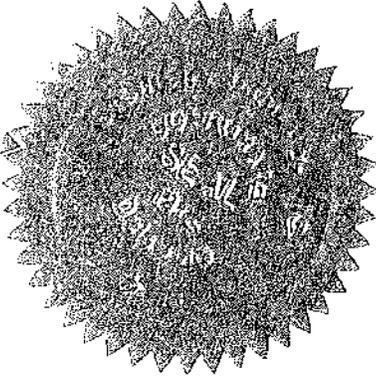
- D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Stephan Klein, Director , MM	Tommy Charurat Director, Performance Controlling
Paul Eliea, Director , MM	Sandra Kluthausen, Commercial Manager
David Costello, Director , MM	Gisela Kaufmann Controller
Dave Jeanette Manager, MM	Constanze Kutschki Manager, Order Management RS
Jim Lyons Sr. Manager, MM	Kathrin Schicketanz Commercial Project Manager, RS LOC
Jeff Balogh Sr. Director , MM	Ronald Staggs Commercial Project Manager, RS UT
George Long Director, Engineering RS	Mary Matos Commercial Project Manager, RS UT, CS
Greg Tindall Director, Quality RS	Vesa Venttinen Commercial Project Manager, RS UT
Robert Martner Senior Project Manager, RS LOC	Cheerag Jani Commercial Project Manager, RS UT
Konstantin Breucha Project Manager, RS CS	Alexander Jankowski Commercial Project Manager, RS UT

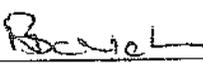
Jeffrey Curran Project Manager, RS UT	Christine Jaw Commercial Project Manager, RS CS
Duane Kopp Project Manager, RS UT	Steffen Hertel Commercial Project Manager, RS LOC
Ron VanHuiksloot Project Manager, RS UT	Larry Chen Commercial Project Manager, RS CS
Thomas Stehlik Project Manager, RS UT	Kavita Patel Commercial Project Manager, RS LOC
Viorel Aninoiu Project Manager, RS UT	Paul Berquam, Director, Business Continuity RS
Carsten Nebe Project Manager, RS UT	Angela Hampton, Manager, Operations Controlling RS
Mark Anderson Project Manager, RS CS	Patrick Blackburne Commercial Project Manager, RS
Aaldrik Metting RS VT	Craig Debevoise Projects Commercial
Jochen Woern Project Manager, RS CS	Tara Inboriboon FBA
Brad Bonn Project Manager, RS CS	Claus Maucher FBA
Chander Khanna, Sr. Director, Manufacturing Processes RS	
Paul Aichholzer Project Manager, RS LOC	
Digant Dave, RS	
Ibrahim Kalender Project Manager, RS BG	
Barry Sidler Program Manager, CS	
Michael Diaz Projects	
Dimitrios Andrikos Sales Operations	
Matthew Gerlach Operations manager	
Christopher Romeo Operations manager	
Steven Teal Operations manager	
Mike Emmons Operations Manager	

- E. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C and D are binding upon the Corporation.
- F. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- G. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- H. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of November, 2014.



  
\_\_\_\_\_  
Kevin Riddett  
President,  
Siemens Industry, Inc.  
Mobility Division

   
\_\_\_\_\_  
Matthias Schleien  
Vice President, Finance and Business Administration  
Siemens Industry, Inc.  
Mobility Division



*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** APRIL 4, 106

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:**  ROBERT YALDA, P.E., T.E. PUBLIC WORKS DIRECTOR/CITY ENGINEER  
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2016-1506 AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER GRANT PAYMENT PROGRAMS FROM CALRECYCLE AND RELATED AUTHORIZATIONS

**MEETING**

**DATE:** APRIL 13, 2016

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**SUMMARY RECOMMENDATION:**

Staff recommend that the City Council adopt Resolution No. 2016-1506 authorizing submittal of grant application for CalRecycle payment programs and related authorizations.

**BACKGROUND AND DISCUSSION:**

The Department of Resources Recycling and Recovery (CalRecycle) administers a payment program to provide opportunities for beverage container recycling and litter cleanup activities. Pursuant to Public Resources Code Section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 in fiscal year 2015-16 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

The goal of CalRecycle's Beverage Container Recycling City/County Payment Program (Program) is to reach and maintain an 80 percent recycling rate for all

California refund value beverage containers - aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Local governments (cities, counties, or cities and counties) in California, as identified by the California Department of Finance, are eligible to receive funding under this Program. Cities are eligible to receive a minimum of \$5,000 and counties are eligible to receive a minimum of \$10,000.

Payments are calculated based upon the population as of January 1, 2015, in the incorporated areas of a city, or a city and county, or the unincorporated area of a county, as stated in the annual E-1 Cities, Counties and the State Population Estimates with Annual Percentage Change—January 1, 2014 and 2015 report submitted to the governor by the California Department of Finance.

City of Calabasas' allocation for the FY 2015-16 is \$6,448.00. The funding shall be spent recycling education (i.e. 2017 Recycling Awareness Calendar), recycling ads, litter clean-up, purchase of recycling and trash receptacles to promote beverage container recycling.

CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program. City Council shall also authorize as Signature Authority to execute all documents necessary to implement and secure payment. This authorization shall be effective until rescinded by the City Council.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associate with adoption of this resolution.

**REQUESTED ACTION:**

That the City Council adopt Resolution No. 2016-1506 Authorizing submittal of grant application for CalRecycle payment programs and related authorizations.

**ATTACHMENT:**

Resolution No. 2016-1506

Item 5 Attachment

**RESOLUTION NO. 2016-1506**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER GRANT PAYMENT PROGRAMS FROM CALRECYCLE AND RELATED AUTHORIZATIONS.**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that City of Calabasas is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that:

1. City's Public Works Director or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and
2. This authorization is effective until rescinded by the Signature Authority or this governing body.

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

**PASSED, APPROVED AND ADOPTED** on this 13<sup>th</sup> day of April 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MM  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PE. T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH DOWNSTREAM SERVICES INC. IN THE AMOUNT OF \$107,160 FOR QUARTERLY MAINTENANCE OF CDS UNITS AND STORM DRAIN DEVICES.**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve the professional services agreement with Downstream Services, Inc. in the amount of \$107,160 for quarterly maintenance of CDS units and storm drain devices.

**BACKGROUND AND DISCUSSION:**

In accordance with the Clean Water Act, the City of Calabasas built and installed several storm drain BMP devices throughout the city to capture trash and sediment and to protect creeks. These BMPs include four (4) CDS units with locations at; Parkway Calabasas, Agoura Road, one behind the Courtyard at the Commons and one at the Civic Center and one (1) Contech Storm Water Device on Lost Hills Road. These devices require quarterly cleaning and maintenance to function properly.

The current contract with the city's prior contractor expired in April 2016. On March 24, 2016, the city issued a request for proposal (RFP) soliciting proposals from qualified firms to assist the City's Public Works Department in pumping,

cleaning and disposing of both solid wastes from various Best Management Practice storm runoff treatment systems. Qualified firms were asked to provide prior experience with similar structures and a minimum of three references along with their cost proposal. The RFP was posted on the City's website and was e-mailed to potential contractors. The RFP was also published in various trade publications. Subsequently, three (3) addenda were issued in response to questions from potential proposers.

On March 24, 2016, the city received six (6) proposals with quarterly service fee as follows:

1. United Storm Water, Inc.	\$26,986.00
2. Black Gold Industries	\$10,000.00
3. Acumen Environmental Service	\$11,000.00
4. HTS Environmental Services, Inc.	\$9,975.00
5. Ron's Maintenance Inc.	\$9,750.00
6. Downstream Services, Inc.	\$8,930.00

All proposals were carefully evaluated by a team of Public Works staff and had been determined that the proposal submitted by Downstream Services, Inc. best serves the city's requirements and interests. The proposed 3-years contract with the option of 2 one-year extensions is hereby presented for approval.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The annual cost of cleaning and maintaining the city's storm drain devices is \$35,720.00 and it shall be expended through City's General Fund Account No. 10-313-5252-00.

**REQUESTED ACTION:**

That the City Council approve the professional services agreement with Downstream Services Inc. in the amount of \$107,160 for quarterly maintenance of CDS units and storm drain devices.

**ATTACHMENT:**

Professional Services Agreement with Downstream Services, Inc.

## **PROFESSIONAL SERVICES AGREEMENT**

(City of Calabasas / Downstream Services Inc.)

### **1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Downstream Services, Inc. a California corporation (“Contractor”).

### **2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a contractor: *pumping, cleaning and disposing of both liquid and solid wastes from various end of line Best Management Practice storm runoff treatment systems. The contractor must have a valid certification to work in a confined space. These BMPs include four (4) CDS units and one (1) Contech storm water device. Detailed scope of work is outlined in the RFP and addenda attached hereto as Exhibit A. Contractor shall provide traffic control plan and obtain City’s Encroachment Permit. Contractor’s hours of operation shall be Monday thru Friday from 6:00 AM to 7:00PM.*
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

### **3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s March 22, 2016 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s March 22, 2016 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 13, 2016.
- 3.4 “Expiration Date”: April 12, 2019.

4. **TERM**

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

5. **CONTRACTOR’S SERVICES**

- 5.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of One hundred Seven Thousand and One Hundred Sixty Dollars (\$107,160.00) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor’s profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor’s performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Wilma Roberts** shall be Contractor’s project administrator and shall have direct responsibility for management of Contractor’s performance under this Agreement. No change shall be made in Contractor’s project administrator without City’s prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize

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

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

## **10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any

other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

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

## **13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Alex Farassati  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Contractor:

Downstream Services, Inc.  
2855 Progress Place  
Escondido, CA 92029  
Attn: Wilma Roberts  
Telephone: (760) 746-2544  
Facsimile: (760) 746-2667

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

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

**18. GENERAL PROVISIONS**

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

powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and 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.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

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

**“City”**  
City of Calabasas

**“Contractor”**  
Downstream Services Inc.

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Wilma Roberts, President

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

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

By: \_\_\_\_\_  
Victor Roberts, Vice President

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

Exhibit A



CITY of CALABASAS

**REQUEST FOR PROPOSAL (RFP)**

**CLEAN-OUT OF CDS UNITS AND STORM DRAIN BMPs**

**Due Date: Thursday, March 24, 2016 @ 2:00 PM**

**Date:** March 2, 2016

**Contract Term:**

Three (3) years with option to renew two (2) more years.

**Services Required:**

The City of Calabasas is soliciting proposals from qualified firms to assist in pumping, cleaning and disposing of both liquid and solid wastes from various end of line Best Management Practice storm runoff treatment systems. The contractor must have a valid certification to work in a confined space. These BMPs include four (4) CDS units and one (1) Contech storm water device. These services would be done every quarter. Qualified firms must have specific prior experience with specified structures and be able to supply all tools, equipment, traffic controls and dispose of all wastes in an appropriate manner.

**Clean-out Locations/Descriptions:**

- a. PSW50\_42 on Agoura Rd. (approximately 21 ft deep),
- b. PSW50\_42 on Calabasas Rd. (approximately 23 feet deep),
- c. PSW50-42 on Calabasas Civic Center (approximately 20 feet deep)
- d. PSW70\_70 on Parkway Calabasas (approximately 35 feet deep)
- e. Contech Bio-filtration and Remediation Device on Lost Hills Road median (Approximately 30 feet deep)

**Scope of Contractors Services:**

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



REQUEST FOR PROPOSAL (RFP)  
CLEAN-OUT OF CDS UNITS & STORM DRAIN BMPS

1. Furnish equipment with sufficient power to successfully clean out every end of line BMP to its base floor elevation.
2. Furnish adequate staff and back-up equipment for each operation.
3. Provide all necessary traffic controls and professionally prepared traffic control plans, where required.
4. Provide adequate noise controls in residential neighborhoods.
5. Provide roll-off bin(s) from a City-approved vender.
6. Dispose of all waste in appropriate landfills with complete manifests and follow-up documentation.
7. Provide collection and disposal reports to the City,

**Proposal Submission Requirements:**

For consideration, the Contractor's proposal must be limited to ten (10) pages maximum and include the following:

1. Completed cost proposal form per Exhibit A
2. Provide a description of the firm's operational staff and equipment available for use for this project
3. Furnish 3 references (including contact name and phone number) for similar projects and agencies
4. Certificate of Completion of OSHA-Approved Confined Space Training
5. List of Company-owned equipment for the performance of this contract
6. Provide a description of the management team, tenure of management, and ownership of the firm
7. Identify quality control methods used by the firm to ensure that the work will be accomplished as agreed. Brief descriptions of previous project experiences should be used as examples of how this was achieved with former clients, when applicable
8. Statement of insurance liability in accordance with City's insurance requirements outlined in City's standard Professional Services Agreement (Exhibit B).

**Due Date:**

**Proposals are due by Thursday, March 24, 2016 at 2:00 PM to:**

City of Calabasas  
Public Works Department  
100 Civic Center Way  
Calabasas, CA 91302

**Questions:** Alex Farassati  
Phone: (818) 224-1680  
E-Mail: [afarassati@cityofcalabasas.com](mailto:afarassati@cityofcalabasas.com)



## GENERAL TERMS AND CONDITIONS

Terms and conditions of proposals are as follows:

1. It is the contractor's responsibility to ensure that proposals are received prior to the closing date & time. Late proposals will not be accepted.
2. Each proposal must be accompanied by a complete "Exhibit A: Cost Proposal Form" attached to this RFP. All blanks must be filled in or the proposal will be considered unresponsive.
3. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal.
4. Any claim of error by a contractor must be made before 2:00 PM of March 22, 2016, otherwise it shall be waived.
5. Any deviation from the scope of works or substitution of services must be clearly indicated.
6. The City reserves the right to reject any and all proposals on any basis deemed in the best interest of the City. Any changes, omissions, or variations in specifications or conditions of the RFP may be considered cause of rejection.
7. The contractor, by submitting his proposal, agrees to save, defend, keep, bear harmless, and fully indemnify the City and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence of the use by City, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this Request For Proposal.
8. The contract will be awarded to the contractor whose proposal represents the lowest responsible and responsive bid with the following considerations:
  - Cost;
  - The ability, capacity, and skill of the contractor to perform the contract or provide the services or equipment required;
  - The ability of the contractor to provide the services or equipment promptly or within the time specified without delay or interference;



REQUEST FOR PROPOSAL (RFP)  
 CLEAN-OUT OF CDS UNITS & STORM DRAIN BMPs

- The character, integrity, reputation, judgment experience, and efficiency of the contractor.
9. All items proposed must meet all OSHA, State of California and Federal Industrial Safety Orders, and regulations in effect on the date of this request for proposal. Contractor shall provide a valid certification of successfully completion of OSHA-approved confined space training in accordance with labor-safety regulations code CFR 1910.146.
  10. Contractor's attention is directed to the Insurance Requirements outlined in the standard Professional Services Agreement (Exhibit B). It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent RFP awardee fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the RFP and Contract.

**Frequently Asked Questions**

<b>Q1</b> Is this a prevailing wage job?	<b>A1</b> No.
<b>Q2</b> Is the selected contractor supposed to clean and dispose of liquid?	<b>A2</b> No. The liquid would be discharged back into the unit after solid waste is removed.
<b>Q3</b> Is there any fee for an encroachment permit?	<b>A3</b> No. An encroachment permit is required for each service activity but the fee will be waived.
<b>Q4</b> Is there a fee to review the traffic control plan?	<b>A4</b> No. A Traffic control plan must be submitted along with the application for an encroachment permit. The review fee will be waived.
<b>Q5</b> How many chambers does the Contech Unit house?	<b>A5</b> The storm screen is a 12ft diameter circular vault that houses six (6) screen assemblies.
<b>Q6</b> Are the CDS units accessible by truck?	<b>A6</b> All units are accessible by truck. Although additional traffic control measures and extension tubes/hoses will be necessary at some locations.
<b>Q7</b> How many feet of sediment are currently present in the units?	<b>A7</b> Depth of sediment depends on time of the year and frequency of rainfall. It varies from one CDS unit to another.



REQUEST FOR PROPOSAL (RFP)  
 CLEAN-OUT OF CDS UNITS & STORM DRAIN BMPS

<p><b>Q8</b> Is there a way to inspect them ahead of submitting our proposal?</p>	<p><b>A8</b> Absolutely. We encourage companies that are not familiar with the site locations to inspect them prior to submitting proposals. Please coordinate with the project manager (Alex Farassati) before inspection. Adequate traffic control measures are required at the time of inspection.</p>
<p><b>Q9</b> What's the exact location of each BMP to be maintained?</p>	<p><b>A9</b></p> <ul style="list-style-type: none"> <li>a) The CDS unit on Agoura Road is located in middle of the road, in front of the Starbucks just east of the bridge,</li> <li>b) The Contech chamber is located on Lost Hills Road between Malibu Hills Road and Cold Springs Street, in the street median,</li> <li>c) The CDS unit located behind the Courtyard at the Commons is adjacent to freeway 101 but you need to access the area through the access road between the Bank of America and Country Inn &amp; Suites,</li> <li>d) The CDS unit at the Civic Center is up the staircase in front of the Calabasas Public Library,</li> <li>e) The CDS Unit on Parkway Calabasas is located between Park Entrada and Paseo Primario, close to the Golf Course.</li> </ul>
<p><b>Q10</b> Where is the staging area for roll-off bins?</p>	<p><b>A10</b> Contractor may leave their roll-off bins in a dirt lot on Las Virgenes Road, next to Mobile gas station adjacent to Freeway 101 southbound on-ramp.</p>
<p><b>Q11</b> Can contractor hire any trash hauling company?</p>	<p><b>A11</b> No. The city has a solid waste franchise system and the contractor shall only hire Crown Disposal, Inc. (818-767-0675) to rent roll-off bins. Please contact them to inquire about their rates.</p>
<p><b>Q12</b> When was the last time each unit was maintained?</p>	<p><b>A12</b> All devices were maintained between January 31<sup>st</sup> and January 10, 2016.</p>



Addendum No. 1 Issued on 03/07/2016

3) CDS UNIT PSW70\_70 LOCATED ON PARKWAY CALABASAS IN BETWEEN PARK ENTRADA & PASEO PRIMARIO.



4) CDS UNIT PSW50\_42 LOCATED ON AGOURA ROAD AJACENT TO LAS VIRGENES CREEK.

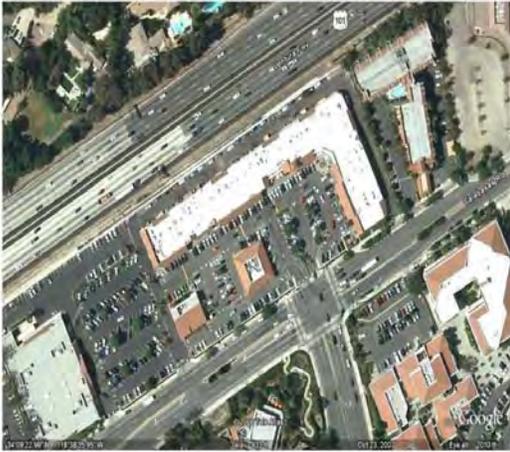




CITY of CALABASAS

Addendum No. 1 Issued on 03/07/2016

5) CDS UNIT PSW50\_42 OFF OF CALABASAS ROAD BEHIND SHOPPING CENTER, ADJACENT TO 101 FREEWAY.





Addendum No. 2 Issued on 03/14/2016

**ANSWERS TO QUESTIONS**

<p><b>Q1</b> What is the current annual value of this contract or the prior contract?</p>	<p><b>A1</b> It's \$42,000.</p>
<p><b>Q2</b> Frequently asked Question Q11, A11 states the contractor must use only Crown Disposal, Inc for roll-off bins and solids disposal, can you clarify if there are any other vendors the contractor can use for bins and/or solids disposal?</p>	<p><b>A2</b> List of City's 2016 approved temporary/roll-off haulers is as follows:</p> <p>American Reclamation              4560 Doran St. Los Angeles, CA 90039              (888) 999-9330</p> <p>Consolidated Disposal Service (Republic Services)              12949 Telegraph Rd. Santa Fe Springs, CA 90670              800-299-4898</p> <p>Recology              9189 De Garmo Ave. Sun Valley, CA 91352              800-633-9933</p> <p>Universal Waste Systems (UWS)              P.O. Box 3038 Whittier, CA 90605              800-631-7016</p> <p>Waste Management/G.I. Industries              195 W. Los Angeles Ave. Simi Valley, CA 93065              800-675-1171</p>



Addendum No. 3 Issued on 03/21/2016

**ANSWERS TO A QUESTION**

<p><b>Q1</b> On Page 12 of 20 item 11.1.4.- Will the City waive the Professional Liability Insurance (E&amp;O) coverage requirement for this scope of work? This is typically required when engineering or designing is involved.</p>	<p><b>A1</b> Yes, the City will waive the Professional Liability Insurance.</p>
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End of Addendum No. 3.

Exhibit B



March 22, 2016

Public Works Department  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
E-mail: afarassati@cityofcalabasas.com



**Subject: City of Calabasas RFP for Clean-Out of CDS Units & Storm Drain BMPs**

Downstream Services, Inc. (DSI) is pleased to submit our bid for the above referenced project. DSI is fully committed to providing personnel, "state-of-the-art" equipment and all resources necessary to successfully complete this project within budget and time constraints. DSI will perform the work in accordance with the Highest Industry Standards while remaining in compliance with all Federal, State and the City's regulations and ordinances.



Downstream Services, Inc. has read and will comply with all terms and conditions of the RFP and include the project specific references requested. We hereby acknowledge receipt of Addenda 1, 2 and 3 of the RFP.

On behalf of DSI, the only persons, companies, and/or parties interested in this proposal as principals are Wilma G. Roberts and Victor N. Roberts. The names of persons authorized to sign the proposal and/or negotiate for Downstream Services, Inc. are as follows:



**Wilma G. Roberts – President**  
(760) 746-2544 | (760) 497-4850  
WilmaR@downstreamservices.com

**Victor N. Roberts – Vice President**  
(760) 746-2544 | (619) 520-5167  
VictorR@downstreamservices.com

The proposal will remain valid for a period of no less than 60 days from the date of this letter. Downstream Services, Inc. looks forward to working for the City of Calabasas. Please feel free to contact either Wilma or Victor Roberts with any questions or concerns.

Sincerely,

Wilma G. Roberts – President  
Downstream Services, Inc.  
2855 Progress Place, Escondido, CA 92029  
Phone: (760) 746-2544 | (800) 262-0999  
Fax: (760) 746-2667  
www.downstreamservices.com





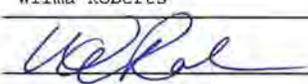
CITY of CALABASAS

**ADDENDUM NO. 1**

Date: March 7, 2016  
From: City of Calabasas  
TO: **INTERESTED FIRMS REGARDING CLEAN-OUT OF CDS UNITS AND STORM DRAIN BMPs**  
SUBJECT: **Additional Information In Regards to RFP Dated March 2, 2016 including site locations and pictures of CDS Units.**

All Proposers are required to note this Addendum No. 1, are required to sign page 1 of this Addendum No. 1, and shall submit the signed page 1 of this Addendum No. 1 with their sealed proposal. Proposals are due on **Thursday, March 24, 2016 at 2:00 PM.**

---

ADDENDUM NO. 1                      DATED: March 7, 2016  
COMPANY / AGENCY NAME: Downstream Services, Inc.  
COMPANY ADDRESS: 2855 Progress Pl, Escondido, CA 92029  
REPRESENTATIVE'S NAME: Wilma Roberts  
SIGNATURE:   
DATE: 3/23/2016



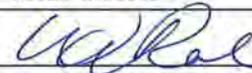
CITY of CALABASAS

**ADDENDUM NO. 2**

**Date:** March 14, 2016  
**From:** City of Calabasas  
**TO:** INTERESTED FIRMS REGARDING CLEAN-OUT OF CDS UNITS AND STORM DRAIN BMPs  
**SUBJECT:** Additional Information In Regards to RFP Dated March 2, 2016 including site locations and pictures of CDS Units.

All Proposers are required to note this Addendum No. 2, are required to sign page 1 of this Addendum No. 2, and shall submit the signed page 1 of this Addendum No. 1 with their sealed proposal. Proposals are due on **Thursday, March 24, 2016 at 2:00 PM.**

---

ADDENDUM NO. 2                      DATED: March 14, 2016  
COMPANY / AGENCY NAME: Downstream Services, Inc.  
COMPANY ADDRESS: 2855 Progress Pl, Escondido, CA 92029  
REPRESENTATIVE'S NAME: Wilma Roberts  
SIGNATURE:   
DATE: 3/23/2016



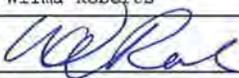
CITY of CALABASAS

**ADDENDUM NO. 3**

Date: March 21, 2016  
From: City of Calabasas  
TO: **INTERESTED FIRMS REGARDING CLEAN-OUT OF CDS UNITS AND STORM DRAIN BMPs**  
SUBJECT: **Additional Information In Regards to RFP Dated March 2, 2016**

All Proposers are required to note this Addendum No. 3, are required to sign page 1 of this Addendum No. 3, and shall submit the signed page 1 of this Addendum No. 3 with their sealed proposal.  
Proposals are due on **Thursday, March 24, 2016 at 2:00 PM.**

---

ADDENDUM NO. 3                      DATED: March 21, 2016  
COMPANY / AGENCY NAME: Downstream Services, Inc.  
COMPANY ADDRESS: 2855 Progress Pl, Escondido, CA 92029  
REPRESENTATIVE'S NAME: Wilma Roberts  
SIGNATURE:   
DATE: 3/23/2016



REQUEST FOR PROPOSAL (RFP)  
 CLEAN-OUT OF CDS UNITS & STORM DRAIN BMPS

**Exhibit A: Cost Proposal Form**

Date: 3/23/2016

Company: Downstream Services, Inc.

Address: 2855 Progress Pl, Escondido, CA 92029

President: Wilma Roberts

Phone: 760-746-2544 Fax: 760-746-2667

E-mail: wilmar@downstreamservices.com

The following cost proposal is for each clean-out service and is valid for the duration of the contract:

No.	Description	Cost
1	CDS Unit PSW50_42 on Agoura Road	\$ 1,320
2	CDS Unit PSW50_42 on Calabasas Road	\$ 1,320
3	CDS Unit PSW50-42 on Calabasas Civic Center	\$ 1,320
4	CDS Unit PSW70_70 on Parkway Calabasas	\$ 2,130
5	Contech Storm Water device on Lost Hills Rd	\$ 2,840
<b>TOTAL</b>		<b>\$ 8,930</b>

Signature of an authorized  
 representative of the company:

Wilma Roberts

President

Name of Authorized Representative

Title



Downstream Services, Inc. emphasizes continuing education and has developed an exceptional Quality Control and Training Program for its management and field crews adhering to all local, State, and Federal OSHA guidelines. Our team is certified in the following areas:

- NASSCO PACP | MACP | LACP
- Confined Space Entry
- SCBA
- Competent Persons
- Hazardous Waste Operations
- Emergency Response (HAZWOPER)
- CPR | First Aid
- CWEA Collections System Grades 1-4
- Traffic Control | Flagger Safety
- Construction Quality Management (CQM-C Certified)



*"Revolutionizing Pipe Assessment and Rehabilitation from the Underground Up, we are committed to providing innovative solutions with exceptional customer service. We are dedicated to the integrity of the work we perform and the services we provide."*

Downstream Services, Inc. (DSI) was founded in 1998 and incorporated in 2002. DSI is one of the leading condition assessment, maintenance and infrastructure rehabilitation companies in the Southwest. DSI is a certified small business enterprise which retains over 50 employees and is recognized for its dynamic approach and professionalism within the environmental industry. Utilizing "state-of-the-art" equipment, DSI is continually expanding its technology and innovation to maintain the highest level of excellence in the business.

Downstream Services, Inc. offers an array of environmental services; including, pipeline cleaning and hydro-jetting, CCTV inspection and condition assessment, pipeline rehabilitation, storm water pollution compliance management, pump station maintenance and instrumentation, and the underground installation of wet and dry utilities. DSI maintains a three-acre facility located in Escondido, California, of which 4,500-square feet is dedicated solely to servicing its equipment. This inclusive machine and welding facility allows DSI to fabricate its own custom components for individual and unique projects.

DSI has also added a unique Long Range Inspection System with Sonar capabilities. With the ability to inspect up to 6,000-lineal feet in one run, Downstream Services, Inc. is revolutionizing the manner in which pipes are televised and assessed. Due to the growing demand from public agencies for cost-effective pipeline rehabilitation, DSI has incorporated trenchless technologies in its Underground Division. As an authorized installer for Reline America's Glass Fiber Reinforced (GFR) ALPHALINER™, DSI has the capability to rehabilitate a pipe section up to 54-inches in diameter without invasive intrusion into the environment.

At Downstream Services, Inc. the commitment to providing exceptional customer service is of the utmost importance. Regardless of the size or complexity of the project, our team is dedicated to giving "service" a priority. Working directly with our clients, attention is given to understanding our client's goals and objectives. With a comprehensive variety of services, we are able to tailor unique solutions to meet our client's specific needs.

2855 Progress Place, Escondido, CA 92029 | p: (760) 746-2544 | f: (760) 746-2667  
[www.downstreamservices.com](http://www.downstreamservices.com)



**PROJECT SPECIFIC  
STATEMENT OF  
QUALIFICATIONS,  
UNDERSTANDING OF THE  
SCOPE OF WORK AND  
REFERENCES**

Downstream Services, Inc.  
2855 Progress Place  
Escondido, CA 92029  
Phone: (760) 746-2544 | (800) 262-0999  
Fax: (760) 746-2667  
info@downstreamservices.com  
www.downstreamservices.com



Downstream Services, Inc.  
2855 Progress Place, Escondido, CA 92029  
(760) 746 2544  
[www.downstreamservices.com](http://www.downstreamservices.com)

#### SUSTAINABILITY

Downstream Services, Inc. [DSI] will incorporate and comply with all applicable Best Management Practices (BMP's) during the completion of this agreement using CASQA (California Storm Water Quality Association) handbook for guidelines. [DSI] will comply with the Regional Water Quality Control Board (RWQCB) rules and regulations. Late model diesel cleaning trucks as further described on our equipment list will be utilized to minimize pollution of the environment.

#### PROJECT REFERENCES

1. California Department of Transportation (Caltrans) Agreement Number 11A1694  
*As Needed On Call Vector/Drainage Facility Cleaning and Laboratory Analysis of Hazardous Waste*

Caltrans Contact: John Keener or Diane Valdez  
7181 Opportunity Road  
San Diego, CA 92111  
Phone: (858) 407-4043  
Fax: (858) 467-4039

This two year project started on June 30, 2009 and payment on the final invoice was received on August 29, 2011. The contract required self-mobilization throughout District 11, which includes San Diego, Riverside and Imperial Counties. The scope included all associated traffic control on State Highways. We provided all labor (personnel) equipment, devices and materials for the removal of soil sediments, vegetation and debris from District 11 drainage facilities which included drop inlets, catch basins, storm water treatment devices, pumping plants, culverts (pipe or box types) open channels and ditches (lined or unlined).

The relevant scope of work included extracting soil sediments, vegetation and debris from various size open channels and ditches. Waste materials were first stored in Caltrans approved hazardous waste storage dewatering bins for waste reduction purposes where the materials were tested for heavy metals or hydrocarbons and based on the analytical test results determined to be RCRA or non RCRA disposed of per RCRA regulations. Our services required 24 hour emergency response for the duration of this multi-year contract.

We overcame project challenges, such as the vast geographical area the project covered and the work performed in remote access areas by devising new approaches to cleaning with small drivable excavators for box culverts and hydraulic bucket machines for culverts obstructed to 100% capacity.

DSI performed these services for Caltrans under previous contracts dated from 1996 to the project just described. Total value of all Caltrans projects completed since 1996 was \$5,000,000.00. Agreement No. 11A1694 was completed successfully and within a budget of \$280,750.00 and within time constraints.



**2011-2016 Various Storm Water Projects**

**Project Locations:**  
 Southern California – From Santa Barbara  
 To the Mexico border and East; including,  
 Inland Empire and desert areas.

**Dates of Performance (est. in 2002):**  
 2011-2016

**Services:**  
 Assessment of the Storm Water Conveyance  
 System  
 BMP Recommendations and Guidelines  
 Inspection, Installation and Cleaning Services  
 Lab Analysis, Disposal and Manifesting  
 Compliance and Maintenance Verification

**Strategic Personnel:**  
 Jake Jacobson  
*Storm Water Department Manager*

Roxy Iglesias  
*Storm Water Customer Service*

Kenny Lindquist/Joe Perez  
*Storm Water Lead Operator*

Corporate Office  
 2855 Progress Place  
 Escondido CA 92029  
[www.downstreamservices.com](http://www.downstreamservices.com)

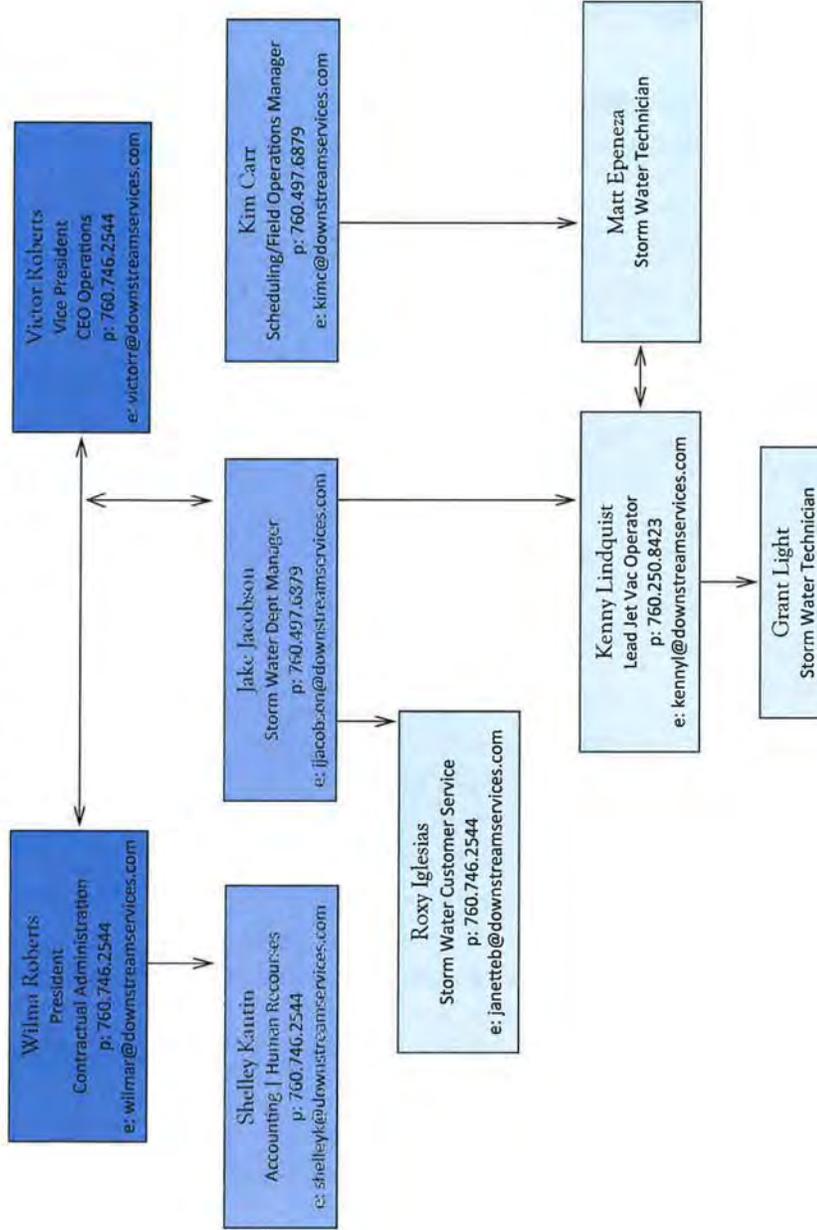
**Owner/Agency** City of Newport Beach  
 949 West 16<sup>th</sup> St  
 Newport Beach CA 92663  
**Contact** James Auger  
 (949) 718-3477  
**Type of Work** Storm Drain System Cleaning City wide. Catch Basin,  
 CDS, Structures and V-Ditch Cleaning  
**Year** 2014-2019  
**Amount** \$841,000

**Owner/Agency** San Diego County Regional Airport Authority  
 PO Box 82776  
 San Diego, CA 92138-2776  
**Contact** Tom Covey, Sr. Maintenance Project Inspector  
 Facilities Management Department  
 (619) 400-2753  
**Type of Work** Storm Drain Conveyance Cleaning and Inspection  
**Year** 2014 – 2017 3 year contract  
**Amount** \$875,000 over 3 years

**Owner/Agency** Acepex Management (General Contractor for DoD)  
 10643 Mills Ave  
 Montclair CA 91763-4612  
**Contact** Alicia Thompson (NAVFAC SW)  
 Environmental Program Manager  
 Naval Base Ventura County  
 (805) 982-2969  
**Type of Work** Product Installation and Maintenance  
**Year** 3 year contract 2011-2014  
**Amount** \$747,782

**Owner/Agency** City of Vista  
 200 Civic Center Drive  
 Vista CA 92084  
**Contact** John Nottage  
 (760) 728-1340 xt 1333  
**Type of Work** Product Installation and Maintenance  
**Year** 2012-2015 (contract since 2009)  
**Amount** \$24,000 annually

## Organization Chart of Downstream Services, Inc.



*"As a leader in collection systems maintenance, with emphasis on pipeline inspections, data acquisition and storage, it is our obligation to all agencies to provide services that are true, accurate and of the highest quality, while we continue to develop innovative techniques, improved methods and ongoing training of personnel."*

MISSION STATEMENT



**Professional Experience:**

34 years

**Education:**

Colorado State University  
 Business Administration

Hazardous Waste Management

Project Management

CWEA - Collection System

Maintenance Grade 4

**Project Experience:**

Caltrans - District II Drain  
 Cleaning Program

Caltrans - I-805 and I-52 Sinkhole

Caltrans - Emergency Projects

City of San Diego: Cholas Landfill  
 Removal

City of Escondido - Removal of  
 Hazardous Materials

City of Vista - Buena Vista Creek  
 Channel Repair

Southwest Wetlands - Channel  
 Dredging

Pauma Indian Reservation - Puma  
 Casino

San Dieguito Water District -  
 Badger Filtration Sludge Beds

Fallbrook High School

Fallbrook Union School District

City of Chula Vista - Slip Lining

**Victor Roberts CEO | Vice President Operations**

Victor Roberts is responsible for the leadership of Downstream Services, Inc. (DSI). He plans, directs, and coordinates all projects for DSI. Victor has a strong background in construction management and engineering. Facilitating business development through his management team, Victor has a vision for the goals of Downstream Services. He is accountable for accurately estimating future projects. He analyzes, provides direction and guidance for equipment procurement. Victor works closely with suppliers and manufacturers to design specialty, state-of-the-art technology to be utilized by DSI in the environmental industry.

**Professional Experience**

**Co-Founder and CEO of Downstream Services, Inc.**  
 Escondido CA

**10 Years**

Downstream Services, Inc. [DSI] was founded as its own entity in 2002, due to the success of Industrial Storm Drain and Sewer Maintenance as an added division of Roberts Engineering Contractors, California Corporation. DSI employs over 45 employees and is known for its dynamic approach and professionalism within the environmental industry. Victor Roberts responsibilities include:

- Project Management
- Estimating
- Equipment Procurement

**Founder and CEO Fill Dirt | dba Roberts Engineering Contractors [REC] - Escondido CA**

**20 Years**

Roberts Engineering Contractors grossed \$8 Million dollars annually and employed over (70) full time personnel. Victor Roberts was responsible for the management of company operations. REC contracted all phases of site work construction, including Heavy Grading, Wet and Dry Utilities, Structural Concrete for public and private entities. REC performed hundreds of Municipal contracts and was utilized on small and large Emergency contracts which required a "design-build" approach.

- Project Management
- Equipment Procurement
- Administration
- Estimating
- Contracts

**Project Experience**

- San Diego Port District
- City of San Diego - Maintenance and Opening of Los Penasquitos Lagoon

Contact Information: Corporate Office 2855 Progress Place Escondido CA 92029 ph. 760.746.2544 ext 105  
 victor@downstreamservices.com

Confidential



**Professional Experience:**

22 years

**Education:**

Maryland University – Gen Ed  
Central Texas College- Gen Ed  
Palomar College –  
Environmental Technology  
College of Southern Nevada-  
Environmental Science

**Certifications:**

Wastewater Treatment Plant  
Operator Grade II Lic# NV-909

Collection System Operator  
Grade III Lic# CSD-III

American Traffic Safety  
Supervisor Certification

Water Pollution Prevention  
Program/ Erosion and Sediment  
Control Certification

NASSCO PACP Instructor  
Certification Lic# D3-1423

Project Management by the  
International Association for  
Continuing Education and  
Training

Condition Assessment of  
Waste Water Collection &  
Storm Drain Systems

Confined Space Entry  
Certification – Instructor

Hazardous Material and  
Waste Operations  
Management

FEMA - Incident  
Command System for  
Single Resources and  
Initial Action Incident,  
ICS-200

**Negotiate NPDES Discharge Permits Laughlin WRF CCWRD - Las Vegas 2008-2015**

Successfully negotiated permits which included some of these changes

- Reduced staffing from 7 days to 5 days a week
- Reduced effluent sampling from 7 days to 5 days
- Eliminated 17 groundwater sampling sites
- Gained flexibility in language for Coliform hits that exceed the maximum daily limit.

**Pond Liner Replacement at Searchlight Nevada CCWRD**

Senior Manager responsible for scope, design, consultant selection, and construction for rehabilitation of treatment ponds located in Searchlight Nevada

2855 Progress Place Escondido, CA 92029  
(760) 746-2544 | (760) 594-7526 | LorenR@downstreamservices.com



**Kenyon Lindquist CCTV | Sonar | Laser Technician | Hydro Jet Operator**

Kenyon Lindquist is NASSCO PACP Certified and heads the Inspection and Condition Assessment Team. Kenyon has over 8-years of experience in televised inspections with Downstream Services, Inc. He is directly responsible for training field personnel on the hardware and software of all DSI's camera operating systems. Kenyon possesses a Class A license giving him the ability to drive large scale vehicles. Kenyon has assisted in supervision of two significant projects for the both the City of San Diego and Clark County Water Reclamation District, where he was directly accountable for "onsite" project documentation and troubleshooting. His attention to detail ensures that all work will be in compliance with project specifications and standards.

**Professional Experience:**  
 9 years

**Professional Experience**

**CCTV Technician | Hydro Jet Operator**      **Downstream Services, Inc.**      **9 Years**

**Certifications:**

NASSCO PACP

MACP, LACP

Confined Space Entry

SCBA

HASWOPER

Traffic Control Safety

CPR | First Aid

**Computer Skills:**

Proficient in  
 Microsoft Office.

Reporting Software  
 IT Pipes: WinCan and Flexi Data.

Operating Hardware  
 Imagenex

- **City of San Diego CCTV, Sewer Condition Assessment Project** – CCTV Inspections of approximately 90-miles of mainline and trunk sewers ranging from 6 to 109-inches in diameter. Over 50-miles of the sewers are located in environmentally sensitive areas, requiring strict entry procedures. Project Value  
\$800K – total value
- **Clark County Water Reclamation District** – Coordinating CCTV | Sonar Inspections of approximately 140,000-linear feet of large diameter inspections. This project also included the inspection of 430-Manholes. Project Value  
\$1.5M
- **Camp Pendleton** – CCTV Inspection and Cleaning of 1,000,000-linear feet wide on the world's largest amphibious training base. This project covered three mountain ranges and various geographical terrains. Project Value  
\$1.5M
- **Rancho California Water District, Phase II, III, IV** DSI was responsible for the Condition Assessment of an existing raw water main which was impacted with mussels. DSI documented the extent of the infestation and pipe condition. One of the project challenges was to overcome the 45 to 90-degree angles within the pipeline during the televised inspections. Project Value  
\$220K
- **Additional Project Experience:** CCTV Surveys in Encinitas, Del Mar, La Jolla, Carlsbad, Dana Point, Newport Beach, Rancho Cucamonga, Santee, San Marcos, Vista, Ontario, Riverside, Pasadena, Calexico, Lakeside, and National City.

Confidential

**Contact Information:** Corporate Office 2855 Progress Place Escondido CA 92029 p: 760.746.2544 f: 760.746.2667  
 www.downstreamservices.com









March 22, 2016

City of Calabasas  
RFP Clean-Out of CDS Units & Storm Drain BMPs

**STATEMENT OF INSURANCE:**

During the term of this agreement, Downstream Services, shall carry, maintain and keep in full force and effect insurance against claims of death or injuries to persons or damages to property that may arise from or in connection with our performance of this agreement. Such insurance shall meet the requirements of the Request for Proposal and Addenda 1, 2 and 3

Please find attached a sample certificate of insurance showing adequate levels of coverage.



Wilma Roberts, President

www.downstreamservices.com  
2855 Progress Place, Escondido, CA 92029, Ph (760) 746 2544, Ph (800) 262-0999, Fax (760) 746 2667



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

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER  
HEATHER MELTON, LANDSCAPE DISTRICT MANAGER**

**SUBJECT: AUTHORIZATION TO APPROVE CONTRACT AMENDMENT FOR ABSOLUTE TREE & BRUSH IN THE AMOUNT \$488,000 TO FUND REQUIRED WORK FOR THE ANNUAL WEED ABATEMENT / FUEL REDUCTION PROGRAM FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Authorization to approve contract change order for Absolute Tree & Brush in the amount of \$488,000 to fund required work for the Annual Weed Abatement / Fuel Reduction Program for Fire Safety within the City of Calabasas.

**BACKGROUND:**

A contract was awarded to Absolute Tree & Brush for three (3) years with the possibility of two (2) one-year extensions. To prepare proposal documents, staff hired Willdan Engineering to assist with writing the Request for Qualifications/Proposal documents, project bid schedules, and work area maps. Willdan staff also participated in the interview evaluation process.

**DISCUSSION/ANALYSIS:**

The City of Calabasas is located in a Very High Fire Hazard Severity Zone (VHFHSZ). To meet the County of Los Angeles' current fire code requirement of clearing weeds and brush to two hundred feet (200) ft. from permanent structures, the City is responsible for an annual weed abatement/brush clearance program in certain designated areas of City open space parcels, City Parks, certain designated public roadways, and certain designated common areas located within Landscape Maintenance District 22 (LMD 22) and Landscape Lighting Act Districts 22 and 24 (LLAD 22 & 24).

**FISCAL IMPACT/SOURCE OF FUNDING:**

Budgeted monies from the following funds will be utilized for this work.

- Fund 10: Division 321: General Landscape Maintenance
- Fund 21: Division 326: LMD 22: Common Benefit Areas
- Fund 22: Division 322: LMD 22: Landscape Maintenance District 22
- Fund 24: Division 324: LMD 24: Landscape Maintenance District 24

During any or all years of this contract, based on weather and plant growth conditions, and the acquisition of city open space parcels or construction of permanent structures, there may be required extra work. Because of this, Contract Change Orders for additional funding may be required.

Staff requests funding be approved and the budget be adjusted accordingly.

**REQUESTED ACTION:**

Authorization to approve contract change order for Absolute Tree & Brush in the amount of \$488,000 to fund required work for the Annual Weed Abatement / Fuel Reduction Program for Fire Safety within the City of Calabasas.

**ATTACHMENTS:**

- Attachment 1: Amendment No. 2
- Attachment 2: Professional Services Agreement
- Attachment 3: Change Order No. 1

**AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and Absolute Tree & Brush)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 13<sup>th</sup> day of April, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Absolute Tree & Brush, P.O. Box 290, 442 Pickett Road, Ione WA, 99139 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated January 2, 2013 in the following fashion:

- A. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1— Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.~~
- B. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2— Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4— Expiration Date of the “Agreement” to read as follows:~~  
  
3.4 “Expiration Date”: \_\_\_\_\_.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$2,052,771.56.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Absolute Tree & Brush**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Robert ‘Shane’ Gazan, Owner

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

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

(City of Calabasas/ Absolute Tree & Brush)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Absolute Tree & Brush an Unincorporated, Sole Proprietor organization, licensed in the State of California** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant:

**Annual Weed Abatement / Brush Clearance for Fuel Protection in the City of Calabasas**

- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **October 8, 2012** proposal to City attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **October 8, 2012** fee schedule to City attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.3 "Commencement Date": **January 02, 2013**.
- 3.4 "Expiration Date": **January 02, 2016**.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date

and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Four Hundred One Thousand Seven Hundred and Six Dollars (\$401,706) Per Year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. ***Steve Ball, Landscape District Manager*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

Initials: (City)

(Contractor)

*[Handwritten initials]*

provisions of existing law.

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

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

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

## 6. COMPENSATION

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

Initials: (City)

(Contractor)

requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

7. **OWNERSHIP OF WRITTEN PRODUCTS**

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

8. **RELATIONSHIP OF PARTIES**

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

9. **CONFIDENTIALITY**

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

Initials: (City)

(Contractor)

**10. INDEMNIFICATION**

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

Initials: (City) 

(Contractor) 

and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## 11. INSURANCE

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

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

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

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

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

Initials: (City)

(Contractor)

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / Absolute Tree & Brush

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and

Initials: (City)

(Contractor)

Page 7 of 16

volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

## 12. MUTUAL COOPERATION

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

## 13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during

Initials: (City)

(Contractor)

normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
**Attn: Steve Ball, PW Landscape Manager**  
Telephone: (818) 224-1686  
Facsimile: (818) 225-7338

If to Consultant:

PO Box 290  
442 Pickett Road  
Ione WA 99139  
**Attn: Robert 'Shane' Gazan**  
Telephone: (509) 442-2317  
Facsimile: (509) 442-2374

With courtesy copy to:

Scott H. Howard  
Colantuono & Levin, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

Initials: (City)

(Contractor)



**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City)



(Contractor)



Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / Absolute Tree & Brush

writing.

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

Initials: (City)  (Contractor) 

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

Initials: (City)

*RSY*

(Contractor)

*[Signature]*

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / Absolute Tree & Brush

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

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

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

Initials: (City)

(Contractor)

Page 13 of 16

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / Absolute Tree & Brush

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

“City”  
City of Calabasas

“Consultant”  
Absolute Tree & Brush

TSJ By: Mary Sue Maurer  
Mary Sue Maurer, Mayor

By: Robert 'Shane' Gazan  
Robert 'Shane' Gazan, Owner

Date: 12/27/12

Date: 11/25/2012

By: N/A Sole Owner  
Co-Authorized Signer, Level of Officer

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

Attest:

By: Maricela Hernandez  
Maricela Hernandez, MMC  
City Clerk

Date: 12/27/12

Approved as to form:

By: Scott H. Howard  
Scott H. Howard, Interim City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND APPROVED FEE SCHEDULE**

**COST BREAKDOWN SCHEDULES**

**CITY OF CALABASAS  
WEED ABATEMENT SERVICES CONTRACT  
JANUARY 2013**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION F-SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.

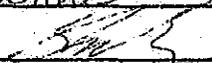
The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Cost Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually cleared as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein

NAME OF Weed Abatement Company: AB 50' LUTE TREE & BRUSH

CONTRACTOR'S LICENSE NO.: 5811065

AUTHORIZED SIGNATURE: 

TITLE: OWNER SOLE PROPRIETOR

DATE: 09/26/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

**COST BREAKDOWN SCHEDULE (CONTRACT AREA #1)**

ITEM NO.	CITY OPEN SPACE (Map Page & Area #s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LOST HILLS RD. INTERCHANGE (Ref. Map Pg. 3, Areas 1-8)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	235,900 (=2,359 Units)	\$4 <sup>25</sup>	\$10025 <sup>75</sup>
2	PARCEL BEHIND STEEPLECHASE, FROM TOP OF CREEK BANKS TO FENCES OR IRRIGATED AREAS (Ref. Map Pg. 3, Areas 9-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	108,200 (=1,082 Units)	\$2 <sup>12</sup>	\$2369 <sup>58</sup>
3	PARCELS BEHIND LIBERTY CANYON AND CALABASAS VIEW HOA AREA (Ref. Map Pg. 4, Areas 11-16)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,581,603 (=15,816 03 Units)	\$2 <sup>12</sup>	\$34637 <sup>11</sup>
4	CITY PARCEL AND ALONG LAS VIRGENES ROAD FROM AGOURA RD. TO MULHOLLAND HWY. (Ref. Map Pg. 5, Areas 17-19)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	78,700 (=787 Units)	\$4 <sup>25</sup>	\$3344 <sup>75</sup>
5	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LAS VIRGENES RD. INTERCHANGE (Ref. Map Pg. 6, Areas 20-23)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	41,893 (=418.93 Units)	\$4 <sup>25</sup>	\$1780 <sup>45</sup>

Initials: (City) \_\_\_\_\_ (Contractor) 36

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
6	CALABASAS ROAD (Ref. Map Pg. 7, Area 24)	Weed abate to 15' beyond edge of pavement on the south side and from the edge of pavement to the Caltrans fence on the north side including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	60,000 (=600 Units)	\$4.25	\$2550 <sup>00</sup>
7	DRY CANYON COLD CREEK RD. (Ref. Map Pg. 8, Areas 25-26)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	81,700 (=817 Units)	\$2.12	\$1789 <sup>33</sup>
8	DRY CANYON COLD CREEK RD. ADJACENT TO PRIVATE STRUCTURE (Ref. Map Pg. 8, Area 25-27)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	24,000 (=240 Units)	\$2.12	\$525 <sup>60</sup>
9	MULHOLLAND HWY FROM OLD TOPANGA CANYON RD. TO CITY LINE (Ref. Map Pg. 8, Areas 28-30, Map Pg. 9, Areas 31-33, 38-40, Map Pg. 10, Areas 41-42)	Weed abate to 10' beyond edge of pavement on both sides of the street including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	231,700 <del>231,000</del> Units 2317 UNITS	\$4.25	\$9847 <sup>25</sup>
10	PARCELS AT HIGHLANDS (Ref. Map Pg. 11, Areas 34-37 & 43)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	62,200 (=622 Units)	\$2.12	\$14502 <sup>18</sup>

Initials: (City) \_\_\_\_\_ (Contractor) SG

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
11	PARCELS AT OLD TOPANGA CANYON (Ref. Map Pg. 12. Areas 44-54)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	206,900 (=2,069 Units)	\$ 3 <sup>25</sup>	\$ 6721 <sup>25</sup>
12	WATER TANK STRUCTURE (City parcel 4434-003-900) (Ref. Map Pg. 13. Area 55)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	45,900 (=459 Units)	\$ 2 <sup>12</sup>	\$ 1005 <sup>21</sup>
TOTAL LUMP SUM IN FIGURES					\$ 89101 <sup>36</sup>
TOTAL AMOUNT FOR OPEN SPACE IN WORDS: <b>EIGHTY NINE THOUSAND ONE HUNDRED ONE DOLLAR &amp; THIRTY SIX CENTS</b>					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the City Open Space prior to submitting a proposal.

Initials: (City) \_\_\_\_\_ (Contractor) SEJ

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

**COST-BREAKDOWN SCHEDULE (CONTRACT AREA #1)**

ITEM NO.	CITY PARKS (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	GATES CANYON PARK (Ref. Map Pg. 14. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	129,700 (=1,279 Units)	\$ 2 <sup>19</sup>	\$ 2801 <sup>01</sup>
2	DE ANZA PARK (Ref. Map Pg. 15. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	173,800 (=1,738 Units)	\$ 2 <sup>19</sup>	\$ 3806 <sup>22</sup>
3	CIVIC CENTER PARK (on north side of Park Granada between Parkway Calabasas and the Commons) (Ref. Map Pg. 16. Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	675,000 (=6,750 Units)	\$ 2 <sup>19</sup>	\$ 14,782 <sup>50</sup>
4	CREEKSIDE PARK AND COMMUNITY CENTER (Ref. Map Pg. 17. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	230,000 (=2,300 Units)	\$ 2 <sup>19</sup>	\$ 5037 <sup>20</sup>
5	WILD WALNUT PARK (Ref. Map Pg. 18. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees. Must hand clear around identified native species.	236,200 (=2,362 Units)	\$ 2 <sup>19</sup>	\$ 5172 <sup>78</sup>
<b>TOTAL LUMP SUM IN FIGURES</b>					<b>\$ 31,599<sup>51</sup></b>
<b>TOTAL AMOUNT FOR CITY PARKS IN WORDS:</b>					<b>THIRTY ONE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS FIFTY ONE CENTS.</b>

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the Parks Property prior to submitting a proposal.

Initials: (City) \_\_\_\_\_ (Contractor) SB

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

**COST-BREAKDOWN SCHEDULES TOTAL**

COST BREAKDOWN SCHEDULE TITLE	COST BREAKDOWN SCHEDULE TOTAL
PUBLIC WORKS / CITY OPEN SPACE	\$ 89,101 <sup>36</sup>
CITY PARKS	\$ 31,599 <sup>51</sup>
TOTAL COST AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN FIGURES	\$ 120,700 <sup>87</sup>

TOTAL AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN WORDS:

ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED ~~AND~~ <sup>87</sup> EIGHTY SEVEN CENTS

Note: The total combined cost of both Cost Breakdown Schedules will be considered the base cost for contract area #1.

NAME OF Weed Abatement Company: ABSOLUTE

CONTRACTOR'S LICENSE NUMBER: 5811065

AUTHORIZED SIGNATURE: [Signature]

TITLE: OWNER

DATE: 10/04/2012

Initials: (City) \_\_\_\_\_ (Contractor) SA

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

**COST BREAKDOWN SCHEDULE (CONTRACT AREA #2)**

ITEM NO.	LLAD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	BELLAGIO HOA (Park Verdi) (Ref. Map Pg. 20, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	133,900 (=1,339 Units)	\$2 <sup>19</sup>	\$2932 <sup>41</sup>
2	CALABASAS COUNTRY ESTATES HOA (Ref. Map Pg. 21, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	99,000 (=990 Units)	\$2 <sup>19</sup>	\$2168 <sup>10</sup>
3	CALABASAS HILLS & ESTATES HOA (Ref. Map Pg. 22, Areas 1-3, and Pg. 23, Areas 4-6)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,537,900 (=15,379 Units)	\$2 <sup>19</sup>	\$33650 <sup>01</sup>
4	CALABASAS PARK HOA (Ref. Map Pg. 24, Areas 1-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,582,400 (=15,824 Units)	\$2 <sup>19</sup>	\$34654 <sup>56</sup>
5	CALABASAS PARK ESTATES HOA (Ref. Map Pg. 25, Areas 1-5 & 10, and Map Pg. 26, Areas 5-11)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	2,906,055 (=29,253.95 Units)	\$2 <sup>19</sup>	\$64066 <sup>15</sup>
6	CLAIRIDGE HOA (Ref. Map Pg. 27, Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	327,900 (=3,279 Units)	\$2 <sup>19</sup>	\$7181 <sup>01</sup>

Initials: (City) \_\_\_\_\_ (Contractor) *SL*

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

ITEM NO.	LLAO 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
7	THE OAKS OF CALABASAS HOA (Ref. Map Pg. 28, Areas 1-7 and Map Pg. 29, Areas 1, & 7-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	5,058,000 (=50,590 Units)	\$2 <sup>19</sup>	\$110,792 <sup>19</sup>
8	WESTRIDGE HOA (Ref. Map Pg. 30, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	673,400 (=6,734 Units)	\$2 <sup>19</sup>	\$14,747 <sup>46</sup>
TOTAL LUMP SUM IN FIGURES					\$27,022 <sup>50</sup>

TOTAL AMOUNT FOR LLAD 22 IN WORDS:

**TWO HUNDRED SEVENTY THOUSAND TWO HUNDRED TWENTY ONE DOLLAR & SEVENTY CENTS**

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the HOA properties prior to submitting a proposal.

ITEM NO.	LMD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	PUBLIC HIKING TRAIL LOCATED IN THE OAKS OF CALABASAS HOA COMMON AREA (Ref. Map Pg. 31 & 32, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	107,100 (=1,071 Units)	\$2 <sup>19</sup>	\$2,345 <sup>49</sup>
TOTAL LUMP SUM IN FIGURES					\$2,345 <sup>49</sup>

TOTAL AMOUNT FOR LMD 22 IN WORDS:

**TWO THOUSAND THREE HUNDRED FORTY FIVE DOLLAR & FORTY NINE CENTS**

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LMD property prior to submitting a proposal.

Initials: (City) \_\_\_\_\_ (Contractor) SB

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY  
WITHIN THE CITY OF CALABASAS**

ITEM NO.	LLAD 24 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	ALONG LOST HILLS RD. NORTH OF MEADOW CREEK LANE TOP OF LAS VIRGENES CREEK BANKS TO IRRIGATED AREAS OR SIDEWALK OR FENCE LINE (Ref. Map. Pg. 33, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees	386,297 (=3,852.97 Units)	\$2.13	\$8438. <sup>00</sup>
TOTAL LUMP SUM IN FIGURES					\$8438. <sup>00</sup>
TOTAL AMOUNT FOR LLAD 24 IN WORDS: <b>EIGHT THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLAR &amp; 00 CENTS</b>					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LLAD property prior to submitting a proposal.

Initials: (City) \_\_\_\_\_ (Contractor) SB

**UNIT PRICE LIST**  
**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

**UNIT PRICES FOR ADDITIONAL WORK**

Item No.	Description			Unit Price	Unit
1.	New (Virgin Area) Weed Abatement, Initial Cut	1	@	\$ 3 <sup>25</sup>	100 SF
2.	New (Virgin Area) Area Brush Clearance, Initial Cut	1	@	\$ 25 <sup>00</sup>	100 SF
3.	Re-Growth: Additional Cut in the Same Season - Existing Area Weed Abatement	1	@	\$ 2 <sup>00</sup>	100 SF
4.	New (Virgin Area) Tree Raising, Initial Cut	1	@	\$ 25 <sup>00</sup>	Per Tree
5.	Removal of dead/fallen tree - 4" dia BH	1	@	\$ 150 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 200 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 350 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 300 <sup>00</sup>	Per Tree
6.	Removal of dead/fallen tree - 6" dia BH	1	@	\$ 200 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 300 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 400 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 450 <sup>00</sup>	Per Tree
7.	Removal of dead/fallen tree - 8" dia BH	1	@	\$ 300 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 450 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 550 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 650 <sup>00</sup>	Per Tree
8.	Removal of dead/fallen tree - 10" dia BH	1	@	\$ 400 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 700 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 900 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1100 <sup>00</sup>	Per Tree
9.	Removal of dead/fallen tree - 12" dia BH	1	@	\$ 575 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 825 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1100 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1400 <sup>00</sup>	Per Tree
10.	Removal of dead/fallen tree - 14" dia BH	1	@	\$ 800 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 1200 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1600 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1800 <sup>00</sup>	Per Tree
11.	Cost per Laborer for any extra work including #s 1, 2, 3 & 4 above.	1	@	\$ 29 <sup>75</sup>	Hourly
12.	Cost per Supervisor for any extra work including #s 1, 2, 3 & 4 above.	1	@	\$ 35 <sup>00</sup>	Hourly

AB'S WASTE  
 (Name of Weed Abatement Company)

09/26/2012  
 (Date)

*Signature*  
 (Authorized Signature)

OWNER SOLE PROPRIETOR  
 (Title of person signing this form)

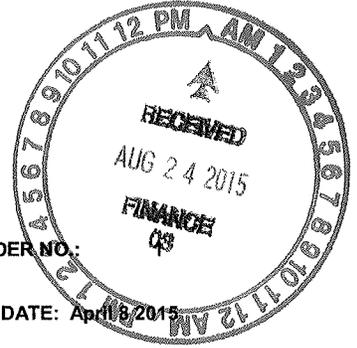
\*\*\*\* NOTE: THIS FORM MUST BE COMPLETED, SIGNED, DATED, AND SUBMITTED WITH THE COST BREAKDOWN SCHEDULES OR YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND IT WILL NOT BE ACCEPTED.

Initials: (City) \_\_\_\_\_ Contractor) SB  
 953191

**EXHIBIT B  
INSURANCE CERTIFICATES  
AND  
CALIFORNIA CONTRACTOR'S LICENSE**



CITY of CALABASAS



BASE CONTRACT AMOUNT (=) \$1,205,118.00  
 CONTRACT CHANGE ORDER #1 \$356,000.00  
 2014 CPI INCREASE OF 1.08% (+) \$3,653.56  
 ADJUSTED CONTRACT AMOUNT (=) \$1,564,771.56

CONTRACT CHANGE ORDER NO.:

DATE: April 8, 2015

PROJECT TITLE: WEED ABATEMENT / FUEL REDUCTION PROGRAM FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS  
 OWNER: CITY OF CALABASAS  
 CONTRACTOR: ABSOLUTE TREE & BRUSH

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Funding for Weed Abatement / Fuel Reduction Program for Fire Safety within the City of Calabasas for Fiscal Year 2014-2015, including Required Extra Work	\$ 356,000		365
2014 CPI Increase of 1.08%	\$ 3,654		
	\$ 359,654		365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$359,654  
 \*\*THREE HUNDRED FIFTY NINE THOUSAND SIX HUNDRED FIFTY FOUR DOLLARS \*\* ADDITION

CONTRACTOR: ABSOLUTE TREE & BRUSH  
Robert Shane Gazan  
 Contractor's Representative  
 Robert Shane Gazan, Owner  
8/20/2015  
 DATE

RECOMMENDED: <u>[Signature]</u> Steve Ball, Landscape Manager Date: <u>8/24/15</u>	APPROVED: <u>[Signature]</u> Robert Yalda, Public Works Director Date: <u>8/25/15</u>	ACCEPTED: <u>[Signature]</u> Lucy Martin, Mayor Date: <u>8/27/15</u>
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NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



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

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER  
HEATHER MELTON, LANDSCAPE DISTRICT MANAGER**

**SUBJECT: RECOMMENDATION TO AWARD FIVE-YEAR PROFESSIONAL SERVICES AGREEMENTS TO VENCO WESTERN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE COMMON AREAS LOCATED WITHIN THE HOMEOWNER ASSOCIATIONS: BELLAGIO, ZONE 4; CALABASAS HILLS, ZONE 6; CALABASAS PARK, ZONE 7; LAS VILLAS, ZONE 11; AND WESTRIDGE, ZONE 20; WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Recommendation to award five-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the base amounts of: Bellagio, Zone 4, \$59,466.00; Calabasas Hills, Zone 6, \$153,408.00; Calabasas Park, Zone 7, \$72,216.00; Las Villas, Zone 11, \$36,108.00; and Westridge, Zone 20, \$56,202.00 per year plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Venco Western, Inc. in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

**BACKGROUND:**

The City’s current contractor for landscape maintenance service at Bellagio, HOA, Calabastas Hills, HOA, Calabastas Park, HOA, Las Villas, HOA and Westridge, HOA is Venco Western, Inc. These are two-year contracts with three one-year contract extensions, for a total period of five years. The contracts expire on June 15, 2016.

Each of the five aforementioned Homeowner Association Boards submitted written letters noting their satisfaction with the level of professionalism of the services provided by Venco Western and expressly requested that Venco Western be retained as their provider of landscape maintenance services.

In the nature of an extension of their existing contracts, the new contracts will be under the same terms and conditions but for five years with no contract extensions.

**DISCUSSION/ANALYSIS:**

In general, the scope of this contract consists of, but is not limited to landscape maintenance of landscape spaces, including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Maps, enclosed.

The yearly contract amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences. The additional work generated from such events is not guaranteed but if additional work is released by the City in no event shall the total contract value exceed the following amounts over the five year term of the contracts: Bellagio, \$442,105.00; Calabastas Hills, \$1,054,465.00; Calabastas Park, \$1,484,065.00; Las Villas, \$398,698.00; and Westridge, \$618,510.00.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds for these contracts are utilized from the following Fund 22: Landscape Maintenance District 22, 22-322-5712-xx assessment accounts:

Bellagio	22-322-5712-04
Calabastas Hills	22-322-5712-06
Calabastas Park	22-322-5712-07
Las Villas	22-322-5712-11

An annual Consumer Price Index (CPI) increase built into the contract language, beginning with the second year of the contract and continuing each year until the end of the contract. The percentage amount of the increase is determined annually by the city's chief financial officer. The monies for this CPI increase will come from the same budgeted Fund 22 account codes.

The cost of certain additional work is presented in the Unit Price List and is considered to be Extra Work. Funding for extra work comes from Fund 22: Landscape Maintenance District 22 assessment accounts designated for each LLAD 22 HOA. If funds are available, the HOAs may request to utilize them for extra work. Extra work will be performed upon written approval by the city landscape manager.

The contract totals: Bellagio, \$739,435.00; Calabasas Hills, \$1,821,505.00; Calabasas Park, \$1,845,145.00; Las Villas, \$579,238.00; and Westridge, \$899,520.00 will be funded using Landscape Lighting Act District 22 (Zones 4, 6, 7, 11 and 20 respectively).

Staff recommends that funding be approved and that the budget be adjusted accordingly.

**REQUESTED ACTION:**

Recommendation to award five-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the base amounts of: Bellagio, Zone 4, \$59,466.00; Calabasas Hills, Zone 6, \$153,408.00; Calabasas Park, Zone 7, \$72,216.00; Las Villas, Zone 11, \$36,108.00; and Westridge, Zone 20, \$56,202.00 per year plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Venco Western, Inc. in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

**ATTACHMENTS:**

Attachment 1: Letters from Bellagio, Calabasas Hills, Calabasas Park, Las Villas and Westridge Homeowners Associations requesting Venco

Western Inc. continue landscape  
maintenance services.

Attachment 2: Professional Services Agreements

Attachment 3: Articles of Agreement (previous contracts)

ITEM 8 ATTACHMENT 1

**From:** Brian Davidoff <bdavidoff@rossmorganco.com>  
**Sent:** Wednesday, March 23, 2016 9:10 AM  
**To:** Laura Grant  
**Cc:** Heather Melton; Joe Suriano  
**Subject:** Bellagio

Hi Laura,

Please note that Bellagio has opted to stay with Venco.

Thanks,  
Brian Davidoff.

☞ **Calabasas Hills** ☞

COMMUNITY ASSOCIATION

Calabasas, CA 91302

[www.calabasashills.org](http://www.calabasashills.org)

March 21, 2016

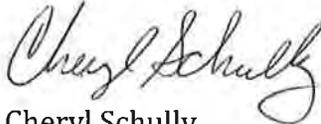
Mr. Robert Yalda  
Public Works Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Yalda,

Calabasas Hills Community Association Board of Directors is very pleased with the landscape services provided by Venco Western, Inc. and we would encourage the City of Calabasas to retain their contract.

If you have any questions please feel welcome to contact me.

Sincerely,  
On Behalf of Calabasas Hills Community



Cheryl Schully  
Community Manager

Cc: Shirley Greenberg-President  
Board of Directors



CALABASAS PARK HOMEOWNERS ASSOCIATION

P.O. BOX 8426  
CALABASAS, CALIFORNIA 91372  
(818) 225-9191

March 25, 2016

Robert Yalda  
Public Works Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Yalda:

Please be advised that on behalf of the Board of Directors for Calabasas Park Homeowners Association, we wish for the City to retain Venco Western as the current landscape contractor for Calabasas Park Homeowners Association via Landscape and Lighting Act District 22.

Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Ida Worth".

Ida Worth, CMCA, AMS  
Community Manager

cc: Board of Directors



**ROSS MORGAN  
& COMPANY, INC.**

**Property Management**

Sherman Oaks Calabasas Valencia Palmdale

23901 Calabasas Road, Suite 2004  
Calabasas, CA 91302  
P.O. Box 8782, Calabasas, CA 91372  
*(Please forward all mail to P.O. Box address)*  
(818) 225-9191  
(805) 581-4833  
Fax (818) 591-3044

March 30, 2016

Robert Yalda  
Public Works Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Yalda:

Please be advised that on behalf of the Board of Directors for Las Villas Calabasas Homeowners Association, we wish for the City to retain Venco Western as the current landscape contractor for Las Villas Calabasas Homeowners Association via Landscape and Lighting Act District 22.

Thank you very much.

Sincerely,

Marcus Hernandez  
Community Manager

cc: Board of Directors

*“Service, our commitment to you”.*  
*Proudly serving our clients since 1982*



**From:** Brian Davidoff <bdaidoff@rossmorganco.com>  
**Sent:** Monday, February 29, 2016 1:58 PM  
**To:** Heather Melton; Laura Grant  
**Subject:** Westridge

They will be retaining their current Landscape Contractor, Venco Western, Inc.

*Brian Davidoff, CMCA, AMS  
President / CEO*

**Ross Morgan & Company, Inc., AAMC®**  
*"An Accredited Association Management Company"*  
**15315 Magnolia Blvd, Suite 212**  
**Sherman Oaks CA 91403**  
**(818) 907-6622 x 203**  
**(818) 907-0552 Direct Fax Line**  
[www.rossmorganco.com](http://www.rossmorganco.com)



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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Bellagio Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Seven Hundred Thirty-Nine Thousand Four Hundred Thirty-Five Dollars (\$ 739,435.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Venco Western, Inc.*  
*2400 Eastman Avenue*  
*Oxnard, CA 93030*  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Linda Burr, President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES / APPROVED FEE SCHEDULE**

1. General Maintenance Agreement

5 years @ \$ 59,466.00 (plus potential CPI) = \$ 297,330.00

2. Other work as required / approved by City

Not to exceed = \$ 442,105.00

**Total Amount = \$ 739,435.00**

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Calabasas Hills Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Eight Hundred Twenty-One Thousand Five Hundred Five Dollars (\$ 1,821,505.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Venco Western, Inc.*  
*2400 Eastman Avenue*  
*Oxnard, CA 93030*  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Linda Burr, President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES / APPROVED FEE SCHEDULE**

1. General Maintenance Agreement

5 years @ \$ 153,408.00 (plus potential CPI) = \$ 767,040.00

2. Other work as required / approved by City

Not to exceed = \$ 1,054,465.00

**Total Amount = \$ 1,821,505.00**

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Calabasas Park Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Eight Hundred Forty-Five Thousand One Hundred Forty-Five Dollars (\$1,845,145.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Venco Western, Inc.*  
*2400 Eastman Avenue*  
*Oxnard, CA 93030*  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Linda Burr, President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES / APPROVED FEE SCHEDULE**

1. General Maintenance Agreement

5 years @ \$ 72,216.00 (plus potential CPI) = \$ 361,080.00

2. Other work as required / approved by City

Not to exceed = \$ 1,484,065.00

**Total Amount = \$ 1,845,145.00**

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Las Villas Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five Hundred Seventy-Nine Thousand Two Hundred Thirty-Eight Dollars (\$579,238.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Venco Western, Inc.*  
*2400 Eastman Avenue*  
*Oxnard, CA 93030*  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Linda Burr, President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES / APPROVED FEE SCHEDULE**

1. General Maintenance Agreement

5 years @ \$ 36,108.00 (plus potential CPI) = \$ 180,540.00

2. Other work as required / approved by City

Not to exceed = \$ 398,698.00

**Total Amount = \$ 579,238.00**

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Westridge Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Eight Hundred Ninety-Nine Thousand Five Hundred Twenty Dollars (\$899,520.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Venco Western, Inc.*  
*2400 Eastman Avenue*  
*Oxnard, CA 93030*  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Linda Burr, President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES / APPROVED FEE SCHEDULE**

1. General Maintenance Agreement

5 years @ \$ 56,202.00 (plus potential CPI) = \$ 281,010.00

2. Other work as required / approved by City

Not to exceed = \$ 618,510.00

**Total Amount = \$ 899,520.00**

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

**CONTRACT AGREEMENT**

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

**(2-Year Contract)**

**(SPECIFICATION NO. 10-11-02)**

**SPRING 2011**

THIS CONTRACT AGREEMENT is made and entered into for the **ZONE 4, BELLAGIO-PARK VERDI HOMEOWNERS ASSOCIATION** section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

**ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

**ARTICLE III**

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

**ARTICLE IV**

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

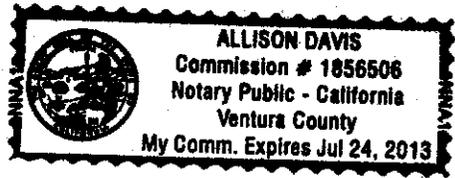
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562 295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~27~~ AGENCY: James R. Bozajian 6/15/11  
James R. Bozajian, Mayor Date  
ATTESTED: Gwen Peirce 6/16/11  
Gwen Peirce, CMC, City Clerk Date  
APPROVED AS TO FORM: Yana Welinder 6/3/11  
Yana Welinder, City Attorney Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project. AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law; NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*David D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

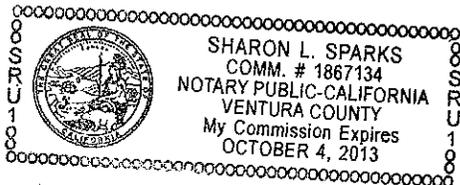
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011 by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L. Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

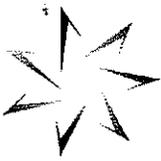
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

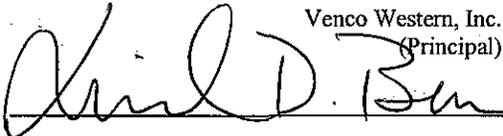
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

By: \_\_\_\_\_  
City of Calabasas  
(Obligee)

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

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

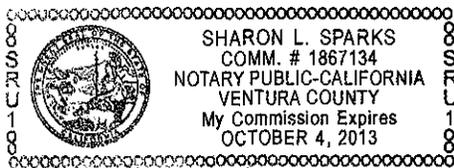
On 06/01/11 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

**TITLES(S)**

**TITLE OR TYPE OF DOCUMENT**

- PARTNERS
- LIMITED
- GENERAL

**NUMBER OF PAGES**

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DATE OF DOCUMENT**

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**SIGNER(S) OTHER THAN NAMED ABOVE**

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 6, CALABASAS HILLS AND CALABASAS HILLS ESTATES HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

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AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

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CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

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The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

**ARTICLE XIV**

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

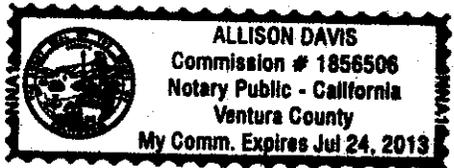
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR: \_\_\_\_\_  
*Linda Burr*  
Linda Burr  
\_\_\_\_\_  
*President*  
(Title)  
Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



**BE** AGENCY: James R. Bozajian 6/15/11  
James R. Bozajian, Mayor Date  
ATTESTED: Gwen Peirce 6/16/11  
Gwen Peirce, CMC, City Clerk Date  
APPROVED AS TO FORM: Yana Welinder 6/8/2011  
Yana Welinder, City Attorney Date

**(EXECUTE IN DUPLICATE)**



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
*Neil D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

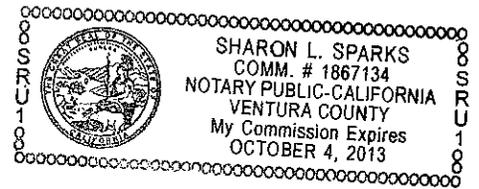
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

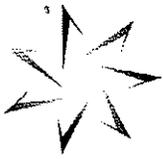
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

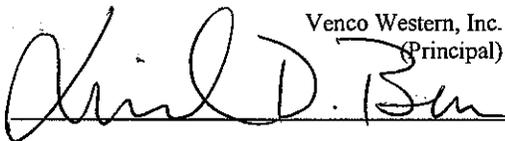
**The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.**

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.  
(Principal)

By:  Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney in Fact

City of Calabasas  
(Obligee)

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

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

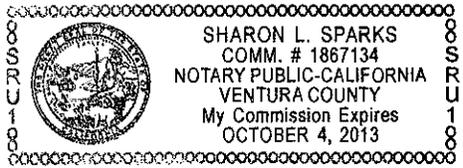
State of: California  
 County of: Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks  
 Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p><b>TITLES(S)</b></p> <p><input type="checkbox"/> PARTNERS    <input type="checkbox"/> LIMITED</p> <p>                  <input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b>          NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <hr/> <p><b>TITLE OR TYPE OF DOCUMENT</b></p> <hr/> <p><b>NUMBER OF PAGES</b></p> <hr/> <p><b>DATE OF DOCUMENT</b></p> <hr/> <p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <hr/>
--	--

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M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

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## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 7, CALABASAS PARK HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

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ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

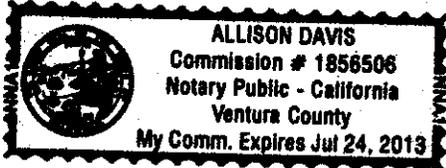
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~BY~~

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor 6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk 6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney 6/3/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

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*Neil D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

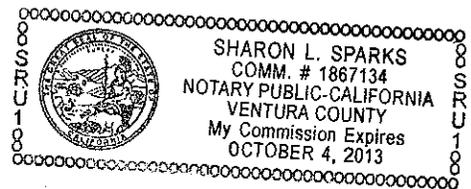
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State of California )  
County of Ventura )

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*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





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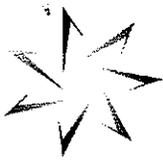
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc.as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

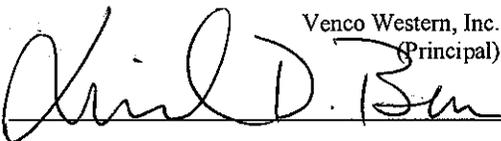
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

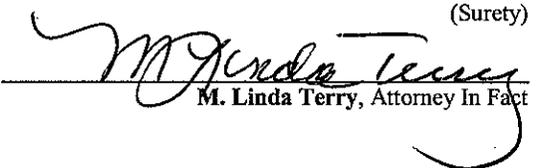
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

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

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 11, LAS VILLAS HOMEOWNERS ASSOCIATION section of the above stated project this 25 day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

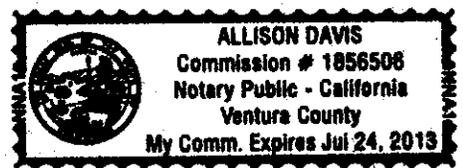
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



~~BY~~

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor

6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: Yana Weinder  
Yana Weinder,  
City Attorney

6/2/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.  
AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;  
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
*Neil D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

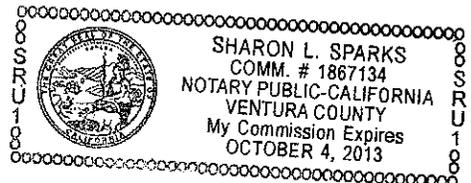
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

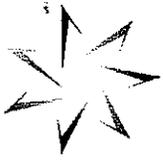
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

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

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

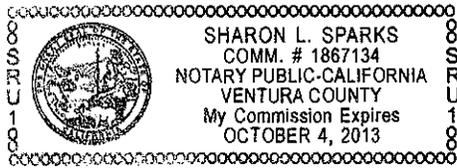
State of: California  
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 20, WESTRIDGE HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

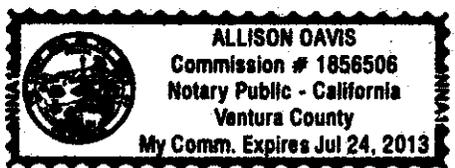
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)

Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~AGENCY:~~ James R. Bozajian  
James R. Bozajian,  
Mayor 6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk 6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney 6/8/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
David D. Bu

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
M. Linda Terry M. Linda Terry, Attorney-in-Fact

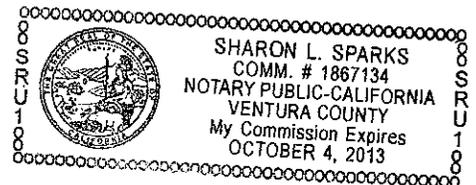
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011 by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

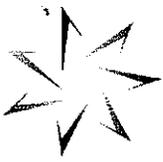
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

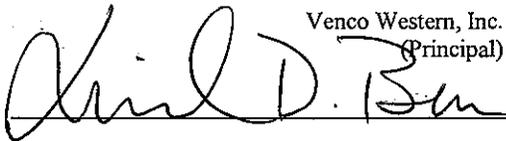
**The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.**

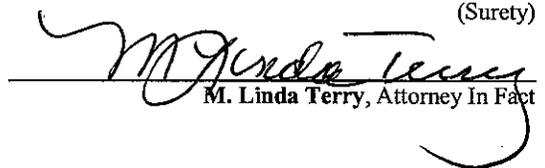
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

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

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

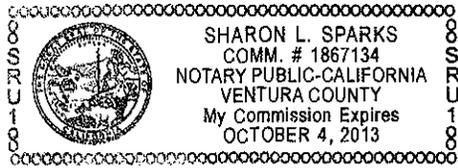
State of: California  
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**BY: BENJAMIN CHAN, P.E., T.E., DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT: RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE CALABASAS ROAD BETWEEN MUREAU ROAD AND PARKWAY CALABASAS RESURFACING/MICRO-SURFACING PROJECT, BID SPECIFICATION NO. 15-16-03, TO PALP INC., DBA EXCEL PAVING COMPANY, IN THE TOTAL AMOUNT OF \$169,358**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the Calabasas Road between Mureau Road and Parkway Calabasas Resurfacing/Micro-Surfacing Project (Bid Specification No. 15-16-03), to Palp Inc., DBA Excel Paving Company, for construction in the amount of \$164,358. This amount includes 15% contingency, which is within the standard for construction contracts of this type and magnitude.

Staff also recommends appropriating \$5,000 to Converse Consultants for performing quality control and material testing services for this project.

Staff is recommending appropriations for a total of \$169,358 to cover costs associated with this project.

## **DISCUSSION/ANALYSIS:**

Streets selected for maintenance were based on the updated City's Pavement Management System (PMS). All streets in the City's inventory are ranked with a Pavement Condition Index (PCI) between 0 – 100 with 100 being the best. Streets with a PCI of less than 55 were targeted for the pavement resurfacing/micro-surfacing projects. The PMS report has been completed by IMS Infrastructure Management Services, LLC in March 2013. The segment of Calabasas Road between Mureau Road and Parkway Calabasas Ramps received an average PCI rating of 52. The remaining segment of Calabasas Road between Parkway Calabasas Ramps and Parkway Calabasas has a PCI rating of 60. Therefore, this segment will only require restriping without the need for resurfacing.

Bids for this project were received on March 30, 2016. The award decision was based on the lowest responsible and responsive bidder.

Seven paving contractors were notified about the project and only two of the seven contractors submitted bids for the project. Palp Inc., DBA Excel paving Company was the lowest responsive bidder with the bid amount of \$142,920. A copy of the bid results are shown in Exhibit A.

Excel Paving Company is known in the region and is regarded as a reputable construction company. Staff has checked their references provided in their submitted bid package and received satisfactory reports about the competency and reliability of the contractor as well as the quality of similar projects that they have completed for other jurisdictions. Their proposed contract is shown in Attachment B.

Staff recommends increasing Excel Paving's bid amount by 15% for contingency. The additional contingency amount of \$21,438 is to address unforeseen conditions that may be encountered on the project during the construction phase.

Staff recommends appropriating \$5,000 for inspection, quality control and material testing services for this project. Converse Consultants, one of the City's on-call material testing & special inspection consultants will be selected to perform the work. The proposed amount is reasonable for a project of this type and magnitude.

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

The FY2015-16 budget allows for up to \$540,500 to be spent on this effort from Fund 15 (Gas Tax Fund).

Account No. 40-319-650212 will be used to track all costs associated with the project. All requested funds should be appropriated to this account. Staff recommends that funding be approved and that the budget be adjusted accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the Calabasas Road between Mureau Road and Parkway Calabasas Ramps Resurfacing/Micro-Surfacing Project (Bid Specification No. 15-16-03), to Palp Inc., DBA Excel Paving Company, for construction in the amount of \$164,358. This amount includes 15% contingency, which is within the standard for construction contracts of this type and magnitude. This contract also includes restriping the segment of Calabasas Road between Parkway Calabasas Ramps and Parkway Calabasas.

Staff also recommends appropriating \$5,000 to Converse Consultants for performing quality control and material testing services for this project.

Staff is recommending appropriations for a total of \$169,358 to cover costs associated with this project.

**ATTACHMENTS:**

Exhibit A Bid Results

Exhibit B Construction Contract with Palp Inc., DBA Excel Paving Company.



## ARTICLES OF AGREEMENT

### CALABASAS ROAD MICRO-SURFACING/RESURFACING PROJECT SPECIFICATION NO. 15-16-03, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS CALABASAS ROAD MICRO-SURFACING/RESURFACING PROJECT, SPECIFICATION NO. 15-16-03, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 13<sup>TH</sup> day of April, 2016, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and PALP INC. DBA EXCEL PAVING COMPANY, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the CALABASAS ROAD MICRO-SURFACING/RESURFACING PROJECT, SPECIFICATION NO. 15-16-03, shall consist of the Notice Inviting Bids, Instructions To BIDDERS/PROPOSERS, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of any required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of **\$142,920(One hundred forty two thousand, nine hundred twenty Dollars,)** unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

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

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

#### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

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

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

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

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

#### **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

#### **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

#### **ARTICLE IX: Dispute Resolution**

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to

CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: BENJAMIN K. CHAN  
CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

CONTRACTOR: CURTIS P. BROWN, PRES.  
PALP INC. DBA EXCEL PAVING COMPANY  
2230 Lemon Ave.  
Long Beach , CA 90806

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any

other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

#### **ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

#### **ARTICLE XV: General Provisions**

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the

simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: PALP, INC. DBA EXCEL PAVING CO.

\_\_\_\_\_  
Curtis P. Brown, President  
CONTRACTOR's License No 688059 A

AGENCY:

\_\_\_\_\_  
James Bozajian  
Mayor of the  
City of Calabasas

\_\_\_\_\_  
Date

ATTESTED:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk of the  
City of Calabasas

\_\_\_\_\_  
Date

APPROVED AS  
TO FORM:

\_\_\_\_\_  
Scott H. Howard  
City Attorney of the  
City of Calabasas

\_\_\_\_\_  
Date

**( EXECUTE IN DUPLICATE )**

DRAFT

**PAYMENT BOND**

WHEREAS, the City of Calabasas, as AGENCY has awarded to PALP, INC. DBA EXCEL PAVING COMPANY, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY and STATE of CALIFORNIA in the sum of **One hundred forty two thousand, nine hundred twenty Dollars (\$142,920)** which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*                      Curtis P. Brown, President  
PALP, INC. DBA EXCEL PAVING COMPANY  
2230 Lemon Ave.  
Long Beach, CA 90806  
(562) 599-5841

Surety\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

DRAFT

## NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Curtis P. Brown

\_\_\_\_\_  
President

\_\_\_\_\_  
PALP, INC. DBA EXCEL PAVING COMPANY

Business Address:  
PALP INC. DBA EXCEL PAVING CO.  
2230 Lemon Ave.  
Long Beach, CA 90806  
(562) 599-5841

# **WORKERS' COMPENSATION INSURANCE CERTIFICATE**

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

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

DATE: \_\_\_\_\_

PALP INC. DBA EXCEL PAVING COMPANY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

## ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

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



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

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**DATE:** APRIL 4, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2016-334 AMENDING PROVISIONS OF THE CALABASAS MUNICIPAL CODE (CODE) RELATING TO A CALL FOR REVIEW BY CITY COUNCILMEMBERS

**MEETING DATE:** APRIL 13, 2016

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2016-334 amending Sections 17.74.030, 17.74.040 B and 2.28.080 C of the Calabasas Municipal Code relating to a Call for Review by Councilmembers.

**BACKGROUND:**

The City Council introduced Ordinance No. 2016-334 at their March 23, 2016 meeting. It is now appropriate for this Ordinance to be formally adopted.

**REQUESTED ACTION:**

That the City Council adopt Ordinance No. 2016-334 amending Sections 17.74.030, 17.74.040 B and 2.28.080 C of the Calabasas Municipal Code relating to a Call for Review by Councilmembers.

**ATTACHMENTS:**

Ordinance No. 2016-334

ITEM 10 ATTACHMENT  
ORDINANCE NO. 2016-334

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING SECTIONS 2.28.080, 17.74.030, AND 17.74.040, TO ADDRESS THE CALL FOR REVIEW AS APPLIED TO THE CITY COUNCIL.**

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

**SECTION 1.** Amendment. Section 2.28.080 of the Calabasas Municipal Code is hereby amended to read as follows:

2.28.080 - Appeal from commission decision.

A. Commission decisions from which an appeal may be taken under this Code become final at five p.m. on the tenth business day after the decision unless, prior to that time, an appeal or call for review by the city council is filed in writing in the office of the city clerk, as provided for in this [Chapter 2.28](#) and by [Chapter 17.74](#). Nonappealable decisions are final when rendered.

B. Appeals. Appeals may be initiated by:

1. The applicant;
2. An owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or
3. An individual who or organization that presented written or oral testimony to the commission at a public hearing on the matter from which the appeal is taken.

C. Call for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon the written request of any two (2) members of the city council. A call for review for the purpose of waiving or reducing a fee is not an appropriate basis for making or granting a call for review.

D. A timely appeal or call for review shall stay the decision and no permit may issue with respect to that decision until the city council has acted on the matter.

E. The fee for an appeal of a commission decision shall be established from time to time by city council resolution.

**SECTION 2.** Amendment. Section 17.74.030 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.030 - General requirements.

A. Appeals.

1. Unless another provision of this development code specifies otherwise, for any order, requirement, decision, determination, interpretation or ruling described in subsection A. of [Section 17.74.020](#), appeals may be initiated by (i) any person who sought a determination of the meaning or applicability of a provision of the development code; or (ii) any person who filed an application which city determines is incomplete pursuant to Government Code section 65943.
2. Unless another provision of this development code specifies otherwise, for decisions described in subsection B. of [Section 17.74.020](#), appeals may be initiated by (i) the applicant; (ii) an owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or (iii) any person who, in person or through a representative explicitly identified as such, presented written or oral testimony to the director or commission at a public hearing for the subject approval.

B. Calls for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the director may be called up for commission review upon written request by two members of the commission and any order, requirement, decision, determination, interpretation or ruling of the commission may be called up for council review upon written request by any two (2) members of the council.

**SECTION 3.** Amendment. Section 17.74.040 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.040 - Form and content.

A. Filing of Appeals. A notice of appeal shall be in writing and shall be filed in duplicate in the office of the city clerk upon forms provided by the city. An appeal from any order, requirement, decision, determination, or interpretation by the commission or director in the administration of the provisions of this title must set forth specifically the error or abuse of discretion claimed by the appellant or how an application did meet or fail to meet, as the case may be, the standards of this title.

B. Initiation of a Call for Review. A call for review may be initiated by any two members of the commission or any two (2) members of the city council and shall be filed in writing with the city clerk.

C. Effect on Decisions. Decisions that are appealed or called up for review shall not become effective until the appeal or review is resolved.

**SECTION 4. California Environmental Quality Act**

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment . Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

**SECTION 5. Severability Clause:**

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

**SECTION 6. Effective Date:**

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 7. Certification:**

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

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

\_\_\_\_\_  
Scott H. Howard, City Attorney



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

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**DATE: APRIL 4, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ANTHONY M. COROALLES, CITY MANAGER**

**SUBJECT: ADOPTION OF ORDINANCE 2016-335 AMENDING CHAPTER 8.13 TO THE CALABASAS MUNICIPAL CODE AUTHORIZING QUALIFIED PATIENTS TO CULTIVATE LIMITED AMOUNTS OF MEDICAL MARIJUANA AS PRESCRIBED**

**MEETING DATE: APRIL 13, 2016**

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance 2016-335 amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed.

**BACKGROUND:**

The City Council introduced Ordinance No. 2016-335 at their March 23, 2016, meeting and waived the requirement for a second reading. It is now appropriate for this Ordinance to be formally adopted.

**REQUESTED ACTION:**

That the City Council adopt Ordinance 2016-335 amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed.

**ATTACHMENTS:**

Ordinance No. 2016-335

**ITEM 11 ATTACHMENT  
ORDINANCE NO. 2016-335**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CLABASAS, CALIFORNIA AUTHORIZING QUALIFIED PATIENTS  
TO CULTIVATE LIMITED AMOUNTS OF MEDICAL MARIJUANA  
AS PRESCRIBED.**

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

**SECTION 1.** Amendment. Chapter 8.13 of Title 8 of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 8.13 Marijuana Cultivation and Dispensaries

Section 8.13.01 Marijuana Cultivation and Dispensaries

A. Definitions:

“Delivery” means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of marijuana, marijuana edibles, or any marijuana products to or from any location within the City. For purposes of this Chapter, “delivery” shall not include the transportation of marijuana by a primary caregiver to a qualified patient consistent with a physician recommendation for use of medical marijuana.

“Marijuana” is defined as that term is defined in California Health & Safety Code section 11018 as that section may be amended from time to time.

“Marijuana Cultivation” or “Cultivation” means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business or operational activities.

“Primary Caregiver” is defined as that term is defined in California Health and Safety Code section 11362.7, subdivision (d), as that section may be amended from time to time.

“Qualified Patient” means a seriously ill person who obtains a written recommendation from a physician licensed to practice medicine in the State of California to use marijuana for personal medical purposes. In addition, persons currently under the care of a physician for a “serious medical condition” as that term is defined in California Health and Safety Code section 11362.7, subdivision (h), are presumed to be “qualified patients.”

B. The following activities are prohibited and may not be conducted anywhere in the City:

1. Marijuana cultivation.
2. Marijuana dispensaries or any other facility or activity which involves the manufacture, cultivation, or distribution of drugs or other substances which it is illegal to distribute or possess under state or federal law.
3. Delivery within the City of marijuana or any substance which is illegal under either state or federal law is prohibited, regardless of any license a dispensary or person may possess to deliver or dispense marijuana outside of the City.

C. The prohibition of marijuana cultivation contained in subsection (B)(1) of this Section shall not prevent cultivation of marijuana for personal use by a qualified patient, consistent with a physician's recommendation, and conducted by the qualified patient or his or her primary caregiver in accordance with this subsection.

1. The personal use cultivation shall be limited to fifty percent (50%) or less or twenty-five (25) contiguous square feet, whichever is less, of the non-living area (e.g., garage) of a residential, non-commercial property.
2. The personal use cultivation:
  - a. Shall not displace any space used for required on-site parking.
  - b. Shall not utilize lighting that exceeds 1,200 watts.
  - c. Shall not utilize an electric generator.
  - d. Shall not utilize gas products including, but not limited to, carbon dioxide, butane, or flammable gas.
  - e. Shall be conducted within a fully enclosed and secure structure which does not permit visual or olfactory evidence of cultivation detectable from the public right of way.

D. This section is to be read in conjunction with section 17.12.125 of this Code.

E. No conduct which is protected from criminal liability pursuant to the Compassionate Use Act (Health & Safety Code, § 11362.5) and the Medical Marijuana Program Act (Health & Safety Code, §§ 11362.7 through 11362.83) shall be made criminal by this code. Conduct or uses which violate the requirements of this Section are a nuisance, and shall be subject to non-criminal remedies, including, but not limited to, administrative citations and abatement.

**SECTION 2.** California Environmental Quality Act:

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that that the text amendments will protect the environment by reducing the amount of energy used to cultivate marijuana, and will prevent the use of fertilizers and pesticides in outdoor cultivation of marijuana. This ordinance is therefore exempt from California Environmental Quality Act review under Title 14, section 15308. Furthermore, this ordinance will not have a significant effect on the environment and is therefore exempt pursuant to Title 14, Section 15061 (b)(3) of the California Code of Regulations.

**SECTION 3.** Severability Clause:

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

**SECTION 4.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 5.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of April, 2016.

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James R. Bozajian, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard, City Attorney



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE:** APRIL 5, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TALYN MIRZAKHANIAN, SENIOR PLANNER  
KRYSTIN RICE, ASSOCIATE PLANNER

**SUBJECT:** INTRODUCTION OF ORDINANCE NO. 2016-333 AND ADOPTION OF RESOLUTION NO. 2016-1507, CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT, APPROVING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVING FILE NO. 140000011, A REQUEST FOR DEVELOPMENT OF A 77-ACRE VACANT PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011). THE PROPOSED PROJECT INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES (16.9% OF THE SITE); (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORE HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES (3.8% OF THE SITE); AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES (79.3% OF THE SITE) AS PERMANENT OPEN SPACE. DEVELOPMENT OF THIS PROJECT WOULD REQUIRE A SIGNIFICANT AMOUNT OF REMEDIAL GRADING TO STABILIZE AN ANCIENT LANDSLIDE HAZARD AREA ON THE SOUTHERN PORTION OF THE SITE. REQUESTED PERMITS INCLUDE: GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, TENTATIVE TRACT MAP, DEVELOPMENT PLAN, CONDITIONAL USE PERMIT, SITE REVIEW, OAK TREE PERMIT, AND SCENIC CORRIDOR PERMIT. THE PROJECT SITE IS CURRENTLY ZONED PLANNED DEVELOPMENT (PD); RESIDENTIAL-MULTIFAMILY, 20 UNITS PER ACRE (RMF (20)); OPEN SPACE DEVELOPMENT RESTRICTED (OS-DR); AND IS WITHIN THE SCENIC CORRIDOR (SC) OVERLAY ZONE.

**MEETING DATE:** APRIL 13, 2016

## **SUMMARY RECOMMENDATION:**

That the City Council introduce Ordinance No. 2016-333 (Attachment A) and adopt City Council Resolution No. 2016-1507 (Attachment B), certifying the Final Environmental Impact Report (Exhibit E of Attachment C) and approving all requested entitlement permits as described above, for File No. 140000011, associated with the proposed project located at 4790 Las Virgenes Road (APNs: 2069-078-009 and 2069-078-011), consistent with the recommendation of the Planning Commission as presented in Planning Commission Resolution No. 2016-610 (Attachment C).

## **BACKGROUND:**

A comprehensive description of the subject project and its history are provided in the Planning Commission staff report and exhibits, which are attached hereto as Attachment D. To avoid repetition, this report focuses only on the Planning Commission deliberations and actions, and information received subsequent to the Commission hearings.

The Planning Commission held public hearings for the subject project on March 16, 2016 and March 17, 2016. During the Planning Commission hearings, public comments, as well as questions posed by the Commission, focused primarily on: view impacts; traffic; landslide repair; and the proposed zone change/General Plan amendment. Following the two days of public hearings and deliberation, the Planning Commission voted to recommend to the City Council approval of the proposed project as set forth in Planning Commission Resolution No. 2016-610 (Attachment C).

The Commission also suggested to the applicant that they study the possibility of, and present the Council with, a viable option for a three-story hotel and a version of the residential component that would further mitigate visual impacts to the scenic corridor (see Draft Planning Commission Minutes in Attachment E).

Following the Planning Commission's recommendation for the applicant to study height reductions to the hotel and view mitigations for the prominent homes for Council's consideration, the applicant, The New Home Company, provided City staff with plans for a viable three-story hotel option, as well as plans for viable modifications to the proposed homes, which would be most prominent in the scenic corridor (see Attachment F). Staff's analysis of these options is provided in the following section.

## **DISCUSSION/ANALYSIS:**

### **A. Project as Proposed and Approved by Planning Commission**

As detailed in the Planning Commission staff report, the project, as proposed, concentrates the new development on only 16 acres of the 77-acre property, leaving 61 acres as open space – precisely the acreages recommended in the Housing Element of the General Plan. Moreover, the project aims to protect hillsides, minimize potential traffic congestion, provide needed housing, and increase tax revenue to the City, all of which are desirable for development projects, as communicated through the goals, policies and objectives of the General Plan. In fact, the proposed project is significantly less dense than the allowable density under the General Plan (57% less dense commercial and 61% less dense residential). An ancient landslide occupies approximately 39 acres of the subject property and must be remediated as a component of the subject proposal; the scope, magnitude, and cost of which directly and significantly affect every component of the project design. Consequently, grading of the natural hillside for stabilization of the landslide, coupled with proposed development, resulted in a conclusion in the EIR that the project would create a change in the visual character of the site that is significant and unavoidable, thereby requiring a Statement of Overriding Considerations. It is important to note, however, that any project proposing alteration of this land would likely result in a significant and unavoidable visual impact. Refer to the Planning Commission staff report (Attachment D) for thorough details regarding the proposed project and potential impacts.

### **B. Discussion of Three-Story Hotel Option and Added View Mitigations**

The issue of visual impact provided the impetus for the Planning Commission's recommendation that the applicant investigate a three-story hotel and modifications to the most highly-visible residences. The following discussion focuses on the modifications presented by the applicant in response to the Commission's suggestions. Attachment F to this staff report includes plans for a three-story hotel option and added view mitigations, submitted by the applicant subsequent to the Planning Commission hearings and in response to the Commission's recommendation.

The plans are generally based on the three-story hotel analyzed as Alternative 3 in the EIR. This option reduces the proposed four-story hotel building to three-stories; thereby reducing the number of rooms from 120 to 111. The three-story hotel option provides 123 parking spaces, in conformance with the City's parking requirements. Planning staff has

reviewed the modified three-story hotel option and found it to be consistent with applicable development standards. The three-story hotel option proposes a sideways "C" shaped footprint, which differs from the "bar" shape of the proposed four-story hotel. The three-story hotel is 72,872 square-feet, slightly larger than the proposed four-story hotel, mainly attributable to the revised shape necessary to accommodate the 111 rooms and functional meeting/lobby spaces within three floors. The westernmost portions of the three-story hotel are approximately 120-feet from Las Virgenes Road; whereas the westernmost portions of the proposed four-story hotel are approximately 130-feet from Las Virgenes Road. The architecture of the three-story hotel remains consistent with the four-story version that was reviewed and approved by the Architectural Review Panel (ARP), and the Planning Commission.

Potential modification options for the residences most prominently visible from Las Virgenes Road are also found within Attachment F. The modification options include: improved roof plane changes to the visible facades of the prominent homes; addition of rustic wood elements (i.e. shutters and trellises) to the visible facades of the prominent homes; addition of rustic stone and brick elements to the visible facades of the prominent homes; use of darker, earth-tone colors for the prominent homes; and installation of additional trees on the landscaped slope where the prominent homes are located. The proposed modifications do a superior job of blending the prominent homes into the hillsides and reducing the aesthetic impact from the scenic corridor.

### **C. Modification Consistent With Final EIR**

Modifications in Attachment F have been reviewed by staff and Rincon Consultants, Inc., and were found to be consistent with the conclusions of the Final EIR. A supplemental CEQA analysis regarding the proposed modifications is included as Attachment G. In accordance with the supplemental CEQA analysis and Section 15088.5(a) of the CEQA Statute and Guidelines, recirculation of the Draft EIR is not required because the proposed modification was previously evaluated in the Alternatives Section of the EIR and because the proposed modification creates no new significant environmental impacts.

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

The processing of this application was paid for by the developer via Planning application fees, as established by the current fee schedule. If approved, all

development, mitigation, and landslide repair costs are borne by the applicant. No negative fiscal impacts or City costs are associated with this project.

The project, as proposed and approved by the Planning Commission, is expected to produce approximately \$679,000 per year in property tax and transient occupancy tax for the benefit of the City. Comparatively, development of the site, as envisioned in the General Plan (the "Village" concept), would produce approximately \$137,000 per year in sales tax and property tax for the benefit of the City, a difference of \$542,000 per year.

**REQUESTED ACTION:**

That the City Council introduce Ordinance No. 2016-333 and adopt City Council Resolution No. 2016-1507, certifying the Final Environmental Impact Report and approving File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069-078-009 and 2069-078-011) and inclusive of: (1) a residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres (16.9% of the site); (2) a commercial component consisting of a 66,516 square-foot, four-story hotel occupying approximately 2.91 acres (3.8% of the site); and (3) preservation of approximately 61.0 acres (79.3% of the site) as permanent open space.

**ATTACHMENTS:**

- Attachment A:** Ordinance No. 2016-333
- Attachment B:** City Council Resolution No. 2016-1507
- Attachment C:** Planning Commission Resolution No. 2016-610
- Attachment D:** Planning Commission Staff Report and Associated Exhibits A- L
- Attachment E:** Draft Planning Commission Minutes from March 16, 2016 and March 17, 2016
- Attachment F:** Modification Options Proposed by Applicant Subsequent to the Planning Commission Hearings
- Attachment G:** Supplemental CEQA Analysis Regarding Revisions to Hotel & Residences
- Attachment H:** Listing of Findings and Conditions of Approval Addressing and/or Mitigating Canyon Oaks Project Impacts

ORDINANCE NO. 2016-333

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A ZONING MAP AMENDMENT ASSOCIATED WITH FILE NO. 140000011 TO CHANGE THE EXISTING PLANNED DEVELOPMENT – RESIDENTIAL MULTIFAMILY (20) – OPEN SPACE DEVELOPMENT RESTRICTED – SCENIC CORRIDOR (PD-RM20-OSDR-SC) ZONING DESIGNATION TO COMMERCIAL RETAIL – RESIDENTIAL MULTIFAMILY (20) – OPEN SPACE DEVELOPMENT RESTRICTED – SCENIC CORRIDOR – DEVELOPMENT PLAN (CR-RM20-OSDR-SC-DP) TO ACCOMMODATE THE PROPOSED DEVELOPMENT PROJECT, WHICH INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES; (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORY HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES; AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES AS PERMANENT OPEN SPACE ON A 77-ACRE PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011).**

**WHEREAS**, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony from Planning Commission meetings on March 16, 2016 and March 17, 2016 and a City Council meeting on April 13, 2016 before making a final decision on April 13, 2016; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment is consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan. More specifically, the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

**WHEREAS**, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because an Environmental Impact Report (EIR) has been prepared and outlines mitigation measures and a statement of overriding considerations, which have been adopted by the city council for the project.

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

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

1. Notice of the April 13, 2016 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center and at Calabasas City Hall.
2. Notice of the April 13, 2016 City Council public hearing was posted in the *Calabasas Enterprise* and the *Daily News* ten (10) days prior to the hearing.
3. Notice of the April 13, 2016 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to property owners within 500 feet of the property as shown on the latest equalized assessment roll, and was mailed or delivered at least twenty (20) days prior to the hearing to the project applicant.
4. Notice of the April 13, 2016 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
5. Following a public hearing held on March 17, 2016, the Planning Commission adopted Resolution No. 2016-610 recommending to the City Council approval of File No. 140000011 and certification of adequacy of the associated Final Environmental Impact Report and adoption of a statement of overriding considerations.

**SECTION 2.** In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Zoning Map Amendment associated with File No. 140000011 to change the existing PD-RM20-OSDR-SC zoning designation of a 77-acre parcel located at 4790 Las Virgenes Road to CR-RM20-OSDR-SC-DP, as shown in the attached partial zoning map "Attachment 1," to accommodate the proposed residential and commercial development. The proposed changes will modify the zoning of the commercial portion and it will maintain the existing division of land uses between commercial and residential, totaling 16 acres, and protected open space, totaling 61 acres.

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Zoning Map Amendment provided that the following findings are made:

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus the addition of a Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use. The map amendment will retain the general shape and limits of the developable area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. The City's 2030 General Plan land use

map depicts a compact triangular development area that is widest along the western property line (fronting Las Virgenes) and narrowing as it traverses east, up the valley. The proposed development footprint follows the basic parameters of the land use plan. Furthermore, the proposed new land use and zoning maps maintain the General Plan's clear intent to protect the upper hillsides of the site from development. Consequently, because the open space area will remain largely unchanged in terms of broad shape, consistent with the conceptual depiction of this area in the general plan and with no diminishment of territory, complying with the General Plan's Open Space approval, and based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR incorporated herein by reference), this proposed zoning map amendment is consistent with the Calabasas 2030 General Plan. This Ordinance is not effective unless and until the associated General Plan Amendment is adopted by City Council. Accordingly, if this Ordinance becomes effective, the proposed Zoning Map Amendment will be consistent with the General Plan as provided in that Amendment.

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus addition of Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use with no diminishment of territory. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, preserving all existing open space while also aligning with the contours of the land and the Canyon Oaks project outline. Once the recommended General Plan Amendment and the Zoning Map Amendment recommended below go into effect, the development will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan. The Zoning Map amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads. The landslide hazard has the potential to impact not only the project site but also existing development to the west of the site. As part of the proposed project, this hazard will be remediated.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building

permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City, as the lead agency, has approved a Statement of Overriding Considerations with regard to aesthetic impacts.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by an abundance of native and non-native grasses, coastal sage and oak trees. The combined total acreage is sufficient land area to accommodate the proposed project. Even after setting aside the required 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. Furthermore, the General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square-feet of commercial space, indicating the site is suitable for this proposed lower density project.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street, to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary feasibility approvals from, various agencies such as the Los Angeles County Fire Department, the City of Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based upon meeting the required standards of all the necessary review agencies. Therefore, the proposed project meets this finding.

**SECTION 3.** Severability Clause:

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

**SECTION 4.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 5.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of April, 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

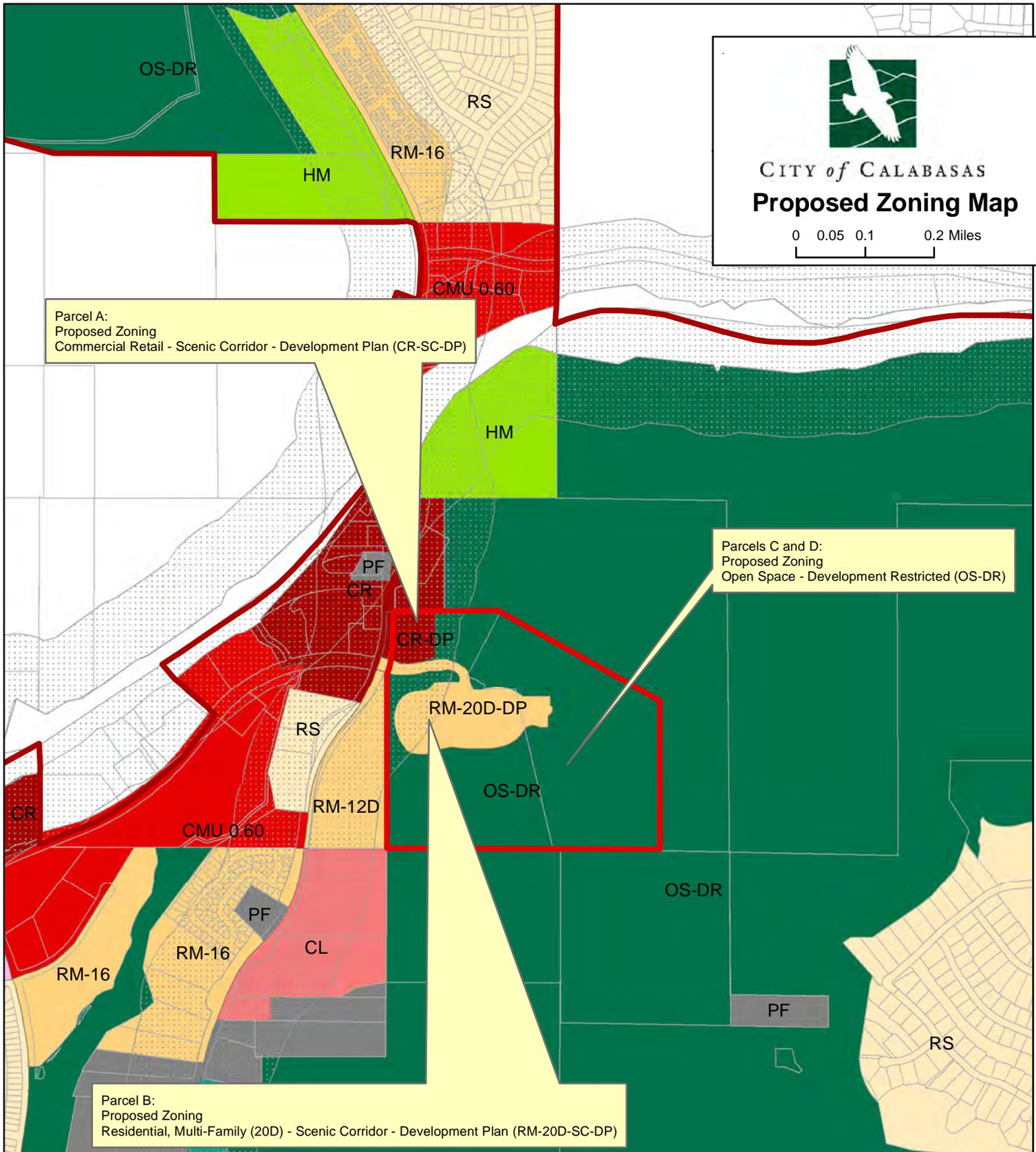
ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**Attachment 1:** Proposed Zoning Map



**CITY of CALABASAS**  
**Proposed Zoning Map**

0 0.05 0.1 0.2 Miles

Parcel A:  
 Proposed Zoning  
 Commercial Retail - Scenic Corridor - Development Plan (CR-SC-DP)

Parcels C and D:  
 Proposed Zoning  
 Open Space - Development Restricted (OS-DR)

Parcel B:  
 Proposed Zoning  
 Residential, Multi-Family (20D) - Scenic Corridor - Development Plan (RM-20D-SC-DP)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous	-CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space	-OT Old Topanga
RM Residential, Multi-Family	CMU Comemerical, Mixed Use	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility	Scenic Corridor
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

\* The number following the RM label indicates the maximum density for the area; D is for density.  
 \* The number following the CMU label indicates the maximum FAR for the area.



\*This map does not include all Pre-zoned areas  
 Map printed on March 7, 2016.

RESOLUTION NO. 2016-1507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVING FILE NO. 140000011, A REQUEST FOR DEVELOPMENT OF A 77-ACRE VACANT PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011). THE PROPOSED PROJECT INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES (16.9% OF THE SITE); (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORY HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES (3.8% OF THE SITE); AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES (79.3% OF THE SITE) AS PERMANENT OPEN SPACE. DEVELOPMENT OF THIS PROJECT WOULD REQUIRE A SIGNIFICANT AMOUNT OF REMEDIAL GRADING TO RESHAPE THE LAND TO STABILIZE AN ANCIENT LANDSLIDE HAZARD AREA ON THE SOUTHERN PORTION OF THE SITE. REQUESTED PERMITS INCLUDE: GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, TENTATIVE TRACT MAP, DEVELOPMENT PLAN, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, OAK TREE PERMIT, AND SCENIC CORRIDOR PERMIT. THE PROJECT SITE IS CURRENTLY ZONED PLANNED DEVELOPMENT (PD); RESIDENTIAL-MULTIFAMILY, 20 UNITS PER ACRE (RMF (20)); OPEN SPACE-DEVELOPMENT RESTRICTED (OS-DR); AND IS WITHIN THE SCENIC CORRIDOR (-SC) OVERLAY ZONE.

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

1. Agenda reports prepared by the Community Development Department.
2. Staff presentations at the public hearing held on April 13, 2016 before the City Council.

3. The City of Calabasas Land Use and Development Code, Calabasas 2030 General Plan, Las Virgenes Gateway Master Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. The Environmental Impact Report, inclusive of public comments and responses to comments.
7. All related documents received and/or submitted at or prior to the public hearing.
8. Planning Commission Resolution No. 2016-610 recommending certification of adequacy of the EIR and approval of File No. 140000011.

**Section 2. Based on the foregoing evidence, the City Council finds that:**

1. The applicant, The New Home Company, Inc., submitted an application for File No. 140000011 on January 7, 2014. Resubmittals of amended plans and technical documents followed on April 7, 2014, November 19, 2014, January 20, 2015, March 18, 2015, and July 9, 2015.
2. A Notice of Preparation was issued on January 28, 2015, and an EIR scoping meeting was held on February 18, 2015.
3. The Draft Environmental Impact Report was completed and made available for public review on July 10, 2015; the public review period ended on September 1, 2015, and comments received were responded to and incorporated into the Final Environmental Impact Report.
4. On April 20, 2015, the application was deemed complete and the applicant was so notified.
5. A noticed public hearing was held by the Planning Commission on March 16 and 17, 2016. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 2016-610.
6. Notice of the April 13, 2016 City Council public hearing was mailed or delivered to property owners within 500 feet of the property as shown on

the latest equalized assessment roll, and was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.

7. Notice of the April 13, 2016 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
8. Notice of the City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
9. Notice of the City Council public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
10. The project site is currently zoned Planned Development (PD), Residential Multi-family (20 d.u. per acre) (RM(20)), and Open Space – Development Restricted (OS-DR).
11. The land use designations for the project site under the City's adopted General Plan are Planned Development, Residential Multi-Family (20 d.u. per acre), and Open Space – Resource Protection.
12. Properties surrounding the project site are zoned: Commercial Retail (CR) to the west and north; Residential Multi-family (12 units per acre) (RM(12)) to the southwest; and Open Space – Development Restricted (OS-DR) to the south and east. The corresponding General Plan land use designations, respectively, are: Business Retail (BR); Residential Multi-Family (RM); and Open Space – Resource Protection (RM-RP).

**Section 3.** In view of all of the evidence presented and based on the following findings and conclusions, the City Council hereby certifies the adequacy of the Final Environmental Impact Report (EIR), in accordance with CEQA Guidelines, Sections 15090 and 15091, and adopts a statement of overriding considerations.

### **EIR CERTIFICATION**

Based upon the facts and information contained in the proposed Final Environmental Impact Report, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that: (1) the Final Environmental Impact Report has been prepared in full compliance with the California Environmental Quality Act and the State CEQA Guidelines promulgated thereunder; (2) the Final Environmental Impact Report reflects the independent judgment and analysis of the City; and (3) this Council has reviewed

and considered the information contained in said Environmental Impact Report with regard to the project application, and has determined the analysis to be fully adequate.

## **EIR FINDINGS**

- A. The City Council acknowledges that pursuant to Section 15091 of the CEQA Guidelines, “No public agency shall approve or carry out a project for which an Environmental Impact Report has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation for the rationale for each finding.”

Because the Final EIR identifies a number of potentially significant environmental effects of the proposed project, the City Council hereby adopts the Statement of Facts and Findings set forth below as required by Section 15091 of the CEQA Guidelines:

- i. Based on the analyses provided in the Initial Study and EIR prepared for this project, the project may cause potentially significant impacts in the area of “aesthetics”. Meanwhile, impacts to all other resource areas (Biological Resources, Greenhouse Gas Emissions, Land Use/Planning, Transportation/Traffic, Public Services, Air Quality, Geology/Soils, Hydrology/Water Quality, and Noise) would be less than significant, provided the appropriate mitigation measures are incorporated and implemented. Accordingly, mitigation measures have been incorporated into the project via the Mitigation Monitoring and Reporting Program (MMRP) attached as Attachment 1 to this Resolution to mitigate any potential impacts to levels that are less than significant.
- ii. The analysis of aesthetics in the EIR determined that the proposed project would substantially degrade the visual character of the site. Although the project is consistent with the Las Virgenes Gateway Master Plan, the Las Virgenes Corridor Design Plan, and the Scenic Corridor Guidelines, and would generally provide attractive residential and commercial development that is visually compatible with other development along Las Virgenes Road, 26 percent (20.4 acres) of the site would be graded for residential and commercial development and an additional 25 percent of the site (18.6 acres) would be graded to remove an existing landslide and continue to be preserved as open space, together with the remainder of the site. The resultant change in visual character would therefore be a significant and unavoidable

impact. All feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the fullest extent feasible; further mitigation measures to minimize the project's visual impact are not available, given the fact that any development of this site's 16 developable acres would cause a substantial aesthetic impact.

- iii. The impact upon aesthetic resources is acknowledged, but the environmental, economic, social, and neighborhood compatibility benefits of the proposed project to the community override that consideration. The most significant benefit of the proposed project is that it proposes development of a commercial and residential project that is far below (less than one-half) the density allowed by the General Plan, thereby achieving an intensity and range of land uses that will be substantially less impactful to area roadways. Additionally, where the General Plan allows up to 180 units of multi-family residential, the proposed project includes 67 detached single-family homes and four affordable units within two duplex buildings, which is far more compatible with the neighboring single-family residential community in terms of housing density, site design, building design and architecture. The project also provides a significant expected economic benefit to the community resulting from additional transient occupancy tax revenues to the City. Further, the project provides a substantial safety benefit to the community, particularly the adjacent existing residential community known as the Colony, by remediating an existing landslide. The project also provides a social benefit, in regard to the regional housing shortage, by increasing housing supply, and additionally by including four affordable units in response to diverse housing needs.

B. The City Council hereby adopts the **Mitigation Monitoring and Reporting Program** attached to this Resolution as Attachment 1.

C. The City Council finds that in considering the record as a whole, including the Initial Study and Final Environmental Impact Report for the project, there is evidence that the proposed project will have potential for an adverse impact upon aesthetic resources due to landform alterations and partial obstruction of views to the surrounding ridgelines, and that these impacts will remain significant even with incorporation of design measures and mitigation to reduce these impacts. Meanwhile, there is no evidence that the proposed project will have potential for an adverse impact upon wildlife resources or the habitat upon which wildlife depends. Consequently, based upon substantial evidence contained in the Final EIR for the project, the staff reports and exhibits, and the information provided to the City Council during

the public hearing, the City Council hereby rebuts the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.

- D. The foregoing findings and determinations, which reflect the independent analysis of the City of the matters in the record pertaining thereto and are the independent judgment of the City, are based on the information in the record, including but not limited to the findings set forth herein. The City Council further finds that substantial evidence exists to support each of these findings.
- E. The City Council hereby identifies that the location of records with respect to the Final EIR and other documents and materials constituting the record of proceedings with respect to the certification of the Final EIR is the Community Development Department of the City of Calabasas, and that the custodian of records with respect to the Final EIR and other documents and material constituting the record of proceedings with respect to the certification of the Final EIR is the Director of Community Development of the City of Calabasas.

**Section 4.** The Community Development Department staff shall prepare a Notice of Determination for the Final EIR consistent with State CEQA Guidelines Section 15094(b), and shall promptly file the Notice of Determination with the County Clerk of the County of Los Angeles.

**Section 5.** In view of all of the evidence and based on the following findings, the City Council concludes as follows in regards to the project development application:

## **PROJECT FINDINGS**

### ***GENERAL PLAN AMENDMENT***

Per section 17.76.050(A) of the Calabasas Municipal Code, the City Council may approve a **General Plan Amendment** provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan.*

For the reasons provided in the General Plan Consistency Table (within the Final EIR and hereby incorporated by reference), the proposed amendment of the General Plan land use map designation from Planned Development, Residential Multi-Family (20), and Open Space – Resource Protection to Business-Retail (B-R), Residential Multi-Family (20), and Open Space – Resource Protection (as shown in Attachment 2) is internally consistent with the General Plan, because

it maintains the same mix of land uses for this site as specifically called out in the General Plan's Community Design Element. Additionally, the proposed amendment will not reduce the acreage of designated open space; it will retain the general shape and limits of the area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the land use designation map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Further, it will not eliminate any anticipated future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element. Furthermore, the amendment will allow for development of a new commercial and residential community which conforms to the design requirements of the Las Virgenes Corridor Master Plan and integrates with the surrounding developed area. The design of the project complies with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, protection of open space, hillside grading, vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

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

Once the general plan amendment and zoning map amendment changes go into effect to allow for the proposed residential subdivision and commercial hotel to be built within the Residential Multi-Family and Commercial Retail zoning districts, the proposed development will conform to General Plan and Development Code standards specific to each of those project components, and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan, because the proposed project is less than half as dense as allowed for in the General Plan for this site. The amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from

these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

3. *The site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s).*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by an abundance of California annual grasslands, coastal scrub, and oak woodland. The combined total acreage is clearly sufficient land area to accommodate the proposed project, and even after setting aside the planned 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. The General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square feet of commercial space.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary feasibility approval from, various agencies such as the Los Angeles County Fire Department, the Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based meeting the required standards of all the necessary review agencies.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the

environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

### ***TENTATIVE MAP***

Section 17.41.040 of the Calabasas Municipal Code (CMC) states that the review authority may approve, conditionally approve, or deny a proposed **Tentative Map**, provided that the following findings are made (per CMC 17.41.100):

- 1. The review authority may approve a tentative map only when the authority first finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, and any applicable specific plan, and that none of the findings for disapproval can be made (see findings 3 and 4 below);*

The proposed subdivision, inclusive of the proposed 71-unit housing subdivision and the 120-room 4-story hotel, and together with the attendant roads, sidewalks, landscaped areas, clubhouse and pool, drainage facilities, and open space lands, is consistent with the City of Calabasas 2030 General Plan because the developed portion of the project will retain the general shape and limits of the development area envisioned in the General Plan, while also aligning with the contours of the land and maintaining the open space area at 61 acres. In particular, the proposed amendment to the land use designation and zoning map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Furthermore, based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR), this proposed tentative map is consistent with the Calabasas 2030 General Plan policies as discussed therein. This Tentative Tract Map is not effective unless and until the associated General Plan Amendment and Zone Map Amendment are adopted by the City Council. Accordingly, at such time the General Plan Amendment and Zone Map Amendment become effective, the proposed Tentative Tract Map will be consistent with the General

Plan as provided in that Amendment. As a result, the proposed tentative map meets this finding.

2. *That in the interest of public health and safety, proposed road and intersection improvements associated with, or otherwise required, for the subdivision comply with the provisions of CMC 17.46.020;*

To provide access into and from the project site, and as necessary to handle increased traffic volumes, additional public street right-of-way will be dedicated along Las Virgenes Road and at the intersection of Las Virgenes Road and Agoura Road; and the project developer will construct and dedicate improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection. The proposed improvements are designed to ensure that the level of service on these two roads continues to meet or exceed the City's minimum level of service requirements, even after development of this project and other adjacent anticipated projects. The subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and parcels, and utilities have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46. Furthermore, final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes. The proposed tentative map therefore complies with the provisions of CMC Section 17.46.020.

3. *The proposed tentative map shall be denied if the review authority makes any of the following findings:*
  - a. *The proposed subdivision, including its design and improvements, is not consistent with the General Plan, or any applicable specific plan;*
  - b. *The site is not physically suitable for the type or density of the proposed development;*
  - c. *The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or injure fish or wildlife or their habitat;*
  - d. *The design of the subdivision or type of improvements is likely to cause serious public health problems;*

- e. *The design of the subdivision or the type of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision;*
- f. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board; or,*
- g. *The proposed subdivision is not consistent with all applicable provisions of this development code, the Municipal Code, or the Subdivision Map Act.*

For the following reasons, the above listed findings for denial of the proposed tract map cannot be made:

- a. Upon adoption of the proposed General Plan and Zoning Map amendments, the proposed subdivision, including its design and improvements, will be consistent with the Calabasas 2030 General Plan and with the Las Virgenes Gateway Master Plan, for reasons previously stated within this Resolution;
- b. The site is physically suitable for the type and density of the proposed development, as stated elsewhere within this Resolution;
- c. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or injure fish or wildlife or their habitat, as is determined within the Final EIR for the project and as stated elsewhere within this Resolution, and required mitigation measures will reduce potential impacts to less than significant levels;
- d. The design of the subdivision and type of improvements is not likely to cause serious public health problems. After analysis of of the proposed project development and operation, it has been determined that with the implementation of mitigation measures, no significant impacts from noise, vibration, dust, pollutant emissions, safety hazards, or hazardous materials will occur. Additionally, the project will remediate an existing unsafe condition caused by an on-site landslide. Therefore, the above finding cannot be made.
- e. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision because no roadways or easements exist to accommodate public access through the subject property except for an approximately 790-foot segment of the New Millennium Trail in the southeast corner of the property. The applicant intends to dedicate a trail easement over to the National Park Service, a conservancy, or another not-for-profit entity willing to take responsibility. Furthermore, the project is conditioned to require the applicant to make an irrevocable offer to dedicate the trail easement.

- f. The discharge of sewage from the proposed subdivision into the community sewer system would not result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board because the entire project will be served by a sanitary sewer system to be connected to existing sewer main located along the property frontage; the project is substantially below the intensity of use (and projected sewage volumes) envisioned within the General Plan; and the Las Virgenes Municipal Water District has tentatively approved the project plans.
- g. The proposed subdivision is consistent with all applicable provisions of this development code, the Municipal Code, and the Subdivision Map Act for reasons stated elsewhere within this Resolution and because the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46.

4. *The proposed tentative map may be denied if the review authority makes any of the following findings:*

- a. *The tentative map is not in conformity with accepted planning or engineering standards;*
- b. *The environmental, public services or facilities costs to the city taxpayers outweigh the advantages created by the proposed subdivision;*
- c. *The proposed development is not compatible with the character of the neighborhood;*
- d. *The proposed development is in an area not desirable for the intensive use proposed; or,*
- e. *A preliminary soils report or geologic hazard report indicates adverse soil or geologic conditions and the subdivider has failed to provide sufficient information, to the satisfaction of the City Engineer, Planning Commission, or City Council, that the conditions can be corrected in the plan for development.*

For the following reasons the above listed findings for denial of the proposed tract map cannot be made:

- a. The subdivider will dedicate additional public street right-of-way and make improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection as necessary to handle increased traffic volumes; the subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and

parcels, and utilities have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46; final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes.

- b. The environmental impacts associated with the proposed subdivision, as documented in the project EIR, will be mitigated to levels below significance, with the only exception being aesthetic impacts related to public views from the Las Virgenes Road scenic corridor, for which a Statement of Overriding Considerations is included within this Resolution. Also, public services costs for development of the project and for on-going operations and occupation of the constructed housing units and hotel will be borne by the owners, inhabitants, and visitors of those uses and facilities, and will not be a burden to the current city taxpayers.
- c. The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and the sizes of the proposed two-story homes will likewise be similar to the sizes of the two-story homes found on the adjacent property. Meanwhile, the hotel component of the project will be located along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash. The 101 Freeway interchange is within 600 feet, and the nearest existing residential housing unit is approximately 473 feet away. Meanwhile, tax revenues to the City from the project, following its completion, are expected to be substantial, largely due to transient occupancy tax receipts expected from the hotel component of the project. Accordingly, the project, inclusive of all proposed uses and intensities of use, is located in an area for which it is both appropriate and desirable, and the project as proposed is compatible with the character of the existing mixed residential and commercial neighborhood.
- d. The proposed project would place a commercial use (the proposed hotel) in the same area where the General Plan currently allows up to 155,000 square-feet of commercial development. Similarly, the proposed project would place 71 residential units, in the same area where the General Plan currently allows 180 residential units. Therefore, the proposal is

significantly less intense than what is anticipated by the General Plan and current provided for by the General Plan for this area.

- e. The soils and geological conditions reports (included in the project EIR appendix) indicate that an ancient landslide exists along the north-facing slope of the hillside located along the property's southern boundary. The project is designed and engineered around a comprehensive remediation of the slide, which requires over-excavation of the slide material, followed by replacement of the material into an engineered and compacted slope with appropriate storm-water collection and conveyance improvements. The reports and plans have been reviewed and preliminarily approved by the City Engineer, and are discussed at length in the project EIR.

### ***DEVELOPMENT PLAN***

Section 17.62.070 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Development Plan** provided that the following findings are made:

- 1. The proposed use is permitted or conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended below are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in part because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas.

These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project does not meet this finding.

*3. The approval of the development plan for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

*4. The location, design, scale and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of

sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile, the hotel component of the project will be located approximately 473 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the existing mixed residential and commercial neighborhood.

The clustered-style development proposed by the project, and as requested by the Development Plan, results in a product that is highly compatible with the existing community, far superior in terms of density than the alternative (allowable density in General Plan), and respectful of 61 acres of open space that are protected by the General Plan now and will be permanently protected via a deed restriction as part of this project.

Furthermore, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future anticipated projects in the vicinity will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections. As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

### ***SCENIC CORRIDOR PERMIT***

Section 17.62.050(D) of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Scenic Corridor Permit** provided that the following findings are made:

- 1. The proposed project design complies with the scenic corridor development guidelines adopted by the council;*

The proposed grading and the addition of buildings on this site would change the visual character of the scenic corridor; however, the design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a

natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

*2. The proposed project incorporates design measures to ensure maximum compatibility with and enhancement of the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project.

The project includes outdoor lighting, which for the already developed and heavily traveled Las Virgenes Road corridor is not entirely new or out of character. Meanwhile the project lighting will also carry on into and throughout the subdivision and would introduce nighttime light into an area that is generally not illuminated today. Conceptual photometric plans have been prepared for the project, and staff review has determined that the plans comply with the requirements of the City's Dark Skies Ordinance to prevent light trespass and limit sky glow. Additionally, lighting will be limited to only the developed portion of the property, leaving approximately 80% of the site in its natural state with no lighting whatsoever. Therefore the proposed project meets this finding.

- 3. The proposed project is within an urban scenic corridor designated by the General Plan, and includes adequate design and landscaping, which serves to enhance and beautify the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. The project also includes a densely landscaped berm along Las Virgenes Road that screens views of the proposed hotel. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

- 4. The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping of the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 square-feet, and occupy exclusive use areas averaging 4,740 square-feet, while the proposed

home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

Site grading will be substantial due to the need to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not anticipated to result in the export of any soil from the project site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

## ***CONDITIONAL USE PERMIT***

Section 17.62.060 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Conditional Use Permit** provided that the following findings are made:

- 1. That the proposed use is conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

The project requires a CUP for two proposed uses: (1) the residential clubhouse facility; and (2) the hotel.

The proposed residential clubhouse facility is a conditionally allowed use in the RM(20) zoning district. The proposed residential clubhouse is categorized as a "neighborhood community center". These clubhouse-type facilities are common among gated residential communities. The proposed clubhouse is fairly small and accommodates only a clubroom, restrooms, and an outdoor pool. Use of this facility would be limited exclusively to residents and their guests. Additionally, for-profit commercial activity will be prohibited.

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. With the approval of the requested General Plan and zoning map amendments, the proposed hotel will be conditionally allowable on site. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended herein are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

Although portions of the proposed project are consistent with the General Plan, a General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed project as a whole. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set

forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended below is approved, the proposed project meets this finding. If the General Plan Amendment recommended below is not approved, the proposed project does not meet this finding.

- 3. The approval of the conditional use permit for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

- 4. The location and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision, within which the clubhouse facility is located, will be characterized by single-family dwellings located on exclusive use

areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile, the hotel component of the project will be located approximately 473 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the neighborhood.

The clustered-style development proposed by the project results in a product that is highly compatible with the existing surrounding community, and far superior in terms of density than the alternative (the project seeks to develop less than one-half the allowable density in General Plan). Furthermore, 61 acres of open space that will be permanently protected as part of this project.

Finally, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future projects will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections.

As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

### ***OAK TREE PERMIT***

Section 17.32.010 of the Calabasas Municipal Code (CMC) allows the review authority to approve an **Oak Tree Permit** provided that the following findings are made:

- 1. The request to remove an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the subject property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project's oak tree report identifies 198 oak trees on-site, of which 145 would not be affected by the proposed project. Implementation of the project would result in the removal of 39 oak trees, 18 of which are heritage oaks. Twenty-two (22) of the 39 removals are the direct consequence of remedial

grading for the landslide repair. Because development of any intensity on this site requires remediation of the ancient landslide, the grading required for remediation of the landslide, in turn, results in the removal of twenty-two (22) oak trees. The removal of the additional seventeen (17) oak trees is the result of grading for the entry-street, construction of the eastern debris basin and drainage structure, excavation of the slope behind the hotel, and non-remedial grading outside of the landslide repair areas, all of which are necessary for development of the site.

Per the project's Oak Tree Mitigation Plan, 410 oak trees are proposed to be planted as impact mitigation on the graded slopes, at prominently visible locations along Las Virgenes Road, and within the areas designated for biological habitat mitigation. Twenty-four of these oaks would be specimen oak trees (60-inch box trees or larger), which would be planted near the entrance to the project site on Las Virgenes Road. Per Mitigation Measure BIO-6, a City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. Therefore, the proposed project meets this finding.

2. *The request to alter or encroach within the protected zone of an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. In addition, such alterations and encroachments can be performed without significant long-term adverse impacts to the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project Oak Tree Report identified 198 oak trees on-site, and implementation of the project would result in the encroachment into the protected zones of 14 oak trees. Encroachments would occur at the edges of the manufactured slopes proposed around the building pads, debris basin, and for the landslide remediation. Encroachment would include grade changes within the protected zone of the tree and canopy and/or possible root pruning. These encroachments are necessary for development of the site and to repair the landslide. Therefore, the proposed encroachments are warranted to enable reasonable and conforming use of the subject property.

The Oak Tree Report indicates that the encroachment activities involving the on-site oak trees would not result in significant long-term adverse impacts to the trees. This conclusion has been confirmed by the City's environmental consultant. To further ensure that adverse impacts to the trees are minimized, the applicant shall comply with all of the Oak Tree Report recommendations, all

of which have been incorporated into the Conditions of Approval for this Resolution. Therefore, the proposed project meets this finding.

### ***SITE PLAN REVIEW***

Section 17.62.020 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Site Plan Review Permit** provided that the following findings are made:

- 1. The proposed project complies with all applicable provisions of this Development Code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended herein are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project would not meet this finding.

- 2. The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment

will not eliminate any future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that states that B-BP uses should provide employment opportunities and a net positive income stream to the City. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, provided that the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project would not meet this finding.

The project is also required to comply with the requirements set forth in Section 17.20.150 (Hillside and Ridgeline Development) of the CMC. The project

achieves the purposes of the City's Hillside ordinance by including the use of landscape and sloped rooflines in order to complement the contours of the dominant ridgelines, and the use of plantings along the street-facing slopes of development to screen and soften the building architecture. Also, the more substantial retaining walls have been situated behind buildings and toward the rear of the project development area where the walls are screened from public view. Therefore, based on the preceding, and upon the Scenic Corridor Permit findings provided within this resolution, the proposed project meets this finding.

3. *The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres, as provided for in the Housing Element, and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby

commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 s.f. and occupy exclusive use areas averaging 4,740 square-feet, while the proposed home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Site grading will be substantial due to a requirement to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not expected result in any export or import of soil to or from the site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

5. *The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features;*

The project will occupy approximately 16 acres of previously disturbed lands (characterized by previously graded pads, improved roads, two large debris basins, channelized drains and ditches, and heavily grazed hillsides) as part of a much larger 77-acre property. The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is 50% less dense than what is allowed on this site by the General Plan. By limiting the development to a pre-established 16-acre area, the project proposes to confirm the General Plan's existing protection for the 61 acres of open space by permanently preserving via a deed restriction of the 61 acres as protected open space. Clustering of residential units, as proposed by the project, was anticipated by the General Plan. Therefore, the proposed project meets this finding.

6. *The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.*

Proposed project development is concentrated on significantly disturbed portions of the 77-acre property, in the westernmost quadrant, close to Las Virgenes Road (an arterial roadway carrying more than 30,000 vehicles per day, and fronted by a wide range of highway-oriented commercial businesses in close proximity). This approach clusters the proposed housing and hotel in the least intrusive portions of the property – away from steep hillsides, sensitive vegetation, riparian and wetland areas, and wildlife habitat areas. Although substantial additional site disturbance will result from the proposed project due to the need to remediate the ancient landslide area (the slide must be over-excavated and then re-formed and re-compacted, thereby improving public safety), more than 79% of the property will be maintained as open space area, of which 38.87 acres (50% of the property) will remain entirely undisturbed even during construction.

The addition of buildings to this currently graded site would change the existing visual character of the site; however, the design guidelines, recommendations, and requirements set forth in the Scenic Corridor Development Guidelines have been incorporated into the project design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and

wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

**Section 6. In view of all of the evidence and based on the foregoing findings and conclusions, the City Council approves File No. 140000011, as recommended by the Planning Commission in Planning Commission Resolution No. 2016-610, and subject to the following agreements and conditions:**

**I. EFFECTIVE DATE**

This resolution is not effective unless and until Ordinance No. 2016-333 takes effect.

**II. INDEMNIFICATION AGREEMENT**

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to the approval of this File No. 140000011, including the City's adoption of the requested General Plan amendments, Zoning Map amendments and all other requested permits, or any other activities conducted pursuant to this File No. 140000011. Accordingly, to the fullest extent permitted by law, The New Home Company shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this File No. 140000011, or the activities conducted pursuant to this File No. 140000011. The New Home Company shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

### III. CONDITIONS OF APPROVAL

#### Community Development Department/Planning

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division, dated July 9, 2015.
2. All project conditions shall be imprinted on the title sheet(s) of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors.
3. The project approved herein is depicted on those sets of drawings, elevations, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff will be reviewed by the Planning Commission and City Council. The determination of whether or not a change is substantial shall be made by the Director of Community Development.

Prior to issuance of grading or building permits, plans shall be reviewed and approved by the Department of Community Development to ensure compliance with the plans approved by the Planning Commission and City Council. The plans shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.

4. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
5. This grant shall not be effective for any purposes until after the applicant, or its successors, and the owner of the property involved (if other than the applicant) have recorded this resolution with the Los Angeles County Recorder's Office, and a certified copy of the recorded document is filed with the Community Development Department.
6. Per the discretion provided in Section 17.64.050 of the CMC, this approval shall be valid for five (5) years and eleven days from the date the associated Zoning Map Amendment goes into effect per the adopted City Council Ordinance. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.

7. Prior to the issuance of a grading or building permit, the applicant shall submit a complete final landscaping design and documentation package consistent with Chapter 17.26 of the Calabasas Municipal Code and the California Model Water Efficient Landscape Ordinance, to the Community Development Director for review and approval.
8. This project meets the threshold for state-mandated water-efficient landscaping. Accordingly, the final landscape plans (inclusive of planting and hardscape plans, the planting pallet, drainage plan, and irrigation system plan(s) and specifications), shall be reviewed by Community Development Department staff for conformance with the standards and requirements specified within the 2015 California Model Water Efficient Landscape Ordinance (MWELo) prior to the issuance of a building permit. No certificate of occupancy shall be issued until such plans have been deemed compliant with the MWELo and the landscaping has been installed per such approved MWELo-compliant plans to the satisfaction of the Director of Community Development or his/her designee.
9. All planting within the traffic visibility area will comply with Section 17.26.040(B)(2)(a)(i) of the CMC and shall not exceed 42" in height, as determined by the Public Works Director.
10. All areas outside of the community landscape areas that are disturbed by grading will be restored to an enhanced native condition.
11. All ground equipment is required to be fully screened from view except as prohibited by applicable law. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
12. All exterior lights are subject to the guidelines set forth in the City's Dark Skies Ordinance (Chapter 17.27 of the Land Use and Development Code).
13. Applicant and/or property owner shall provide permanent art work to fulfill the Art in Public Places requirement or pay an in lieu fee of 1% of the building valuation or the maximum fee of \$150,000 as dictated in the CMC Section 17.24.020(B), the artwork shall be installed or the fee paid prior to the issuance of a Certificate of Occupancy.
14. Signage shall be subject to a sign program and Minor Scenic Corridor permit, which shall be submitted under a separate application and brought to the Planning Commission for review and consideration at a later date. All signage shall comply with the requirements of Section 17.30 of the CMC and be designed per the guidelines in. In addition to commercial signage for the hotel, the sign program shall include all signs that are required as a condition of approval in this resolution.

15. Prior to the issuance of a Certificate of Occupancy, the applicant shall demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code to the satisfaction of the Community Development Director. Compliance shall consist of achieving the equivalent of a "silver" rating (at a minimum) using the LEED (Leadership in Energy and Environmental Design) rating system version 2.0 developed by the United States Green Building Council for non-residential use components.
16. To demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code, the applicant shall submit two documentation packages to the Community Development Department for review in the following manner:
  - a. Prior to issuance of a building or grading permit, the applicant shall submit to the Building & Safety Division a documentation package documenting compliance with all design-related credits being sought. Review and approval of the documentation package is required prior to issuance of a building and grading permit. On a case by case basis, the Director may defer this submittal requirement until a later date for the following reasons: 1) If the applicant can demonstrate through the submittal of a contract that the project team includes a LEED Accredited Professional, 2) if the project team can demonstrate experience with completed development of at least one LEED rated project in California, and/or 3) the project is seeking a LEED "gold" rating or higher.
  - b. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit a final documentation package to the Department of Building and Safety that documents compliance with all remaining undocumented LEED credits. Review and approval of the final documentation package is required prior to the issuance of a Certificate of Occupancy.
17. All exterior colors and materials used for construction of the project shall be in substantial conformance with the approved materials and colors palette.
18. Prior to commencement of construction, all necessary grading and building permits must be obtained from the department of Public Works and the Building and Safety Division, respectively.
19. The project must comply with the building standards in effect at the time of submittal to Building & Safety Division for plan review.
20. The project is located within a designated Very High Fire Hazard Severity Zone. The requirements of the Fire Code applicable at the time of Building and Safety Division plan review must be incorporated into all plans.

21. The applicant shall provide the construction contractor(s) and each subcontractor related to the project a copy of the final project Conditions of Approval. The applicant and the City agree that these conditions shall be enforceable through all legal and equitable remedies, including the imposition of fines against each and every person who conducts any activity on behalf of the applicant on or near the project site. The applicant, property owner, and general construction contractor are ultimately responsible for all actions or omissions of a subcontractor.
22. The applicant shall implement all required mitigation measures identified in the Mitigation Monitoring and Reporting Program of the Final EIR, attached as Attachment 1 to this Resolution.
23. The applicant shall retain a qualified environmental consultant to monitor construction activities for compliance with the mitigation measures in the Final EIR. Within 90 days of completion of the project, the applicant shall submit documentation prepared by the consultant that verifies compliance with the mitigation measures in the Final EIR.
24. Prior to issuance of grading permits, the applicant shall submit copies of all approved permits from all other Federal, State, and Local agencies with approval authority over the project. These agencies include, but are not limited to the US Army Corps of Engineers, Regional Water Quality Control Board, Las Virgenes Municipal Water District, the California Department of Fish and Wildlife, Los Angeles County Fire Department, and Los Angeles County Public Works. If no permit is required from any of these agencies, the applicant shall submit copies of correspondence from those agencies stating that fact.
25. Violations of any of the conditions of this permit shall be cause for revocation and termination of all rights thereunder, pending review and consideration at a public hearing by the City Council.
26. Prior to issuance of Final Certificate of Occupancy, all conditions of approval and mitigation measures shall be completed to the satisfaction of the Director of Community Development.
27. The applicant shall comply with the City's Quimby requirements as outlined in the Calabasas Municipal Code, prior to the issuance of Final Map Recordation and to the satisfaction of the Community Development Director. The applicant may either pay in-lieu fees or dedicate vacant land to the City.
28. Prior to final map approval, the developer will be required to comply with the provisions of Section 17.20.150(B)(28)(a, b, and c) of the CMC related to maintenance of manufactured slopes.

29. The Home Owners Association's Conditions, Covenants, & Restriction's for the project shall be reviewed and approved by the City Attorney prior to recordation.
30. The future Home Owners Association's Conditions, Covenants, & Restriction's shall clarify what accessory structures may or may not be constructed in yard areas.
31. The clubhouse shall be restricted to use by residents and their guests. For-profit commercial uses are prohibited within the clubhouse.
32. Per Section 17.22.030(B)(2) of the CMC, the rental or sale of the four affordable housing units shall be limited to households of very low income (50% of County Median Income).
33. Per Section 17.22.040(E) of the CMC, the developer is required to pay the commercial affordable housing impact fee prior to building permit issuance.
34. The developer is required to pay all other impact fees, including school fees, prior to issuance of building permits.
35. Per Section 17.34.020(C)(6) of the CMC, all streets within the proposed subdivision shall be named and names shall be approved by the City.
36. Per Section 8.34.050(A) and (C) of the CMC, upon no later than seventy-two (72) hours of notice from the City Community Development Department, the property owner shall remove or otherwise abate from the site any graffiti.
37. The applicant shall be responsible for costs associated with City reviews of technical reports submitted for final project approvals.
38. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future development by recordation of a deed restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&R) or by a recordation of a conservation easement, irrevocable offer to dedicate a conservation easement, or similar instrument that ensures the permanent protection of these 61 acres of open space. Whatever instrument is used shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit and must be approved as to form by the City Attorney before recordation.

39. All proposed improvements shall remain within the tract boundary, the existing right-of-way, or the 20-foot easement for public road purposes on APN: 2069020016.

40. Construction Activities - Hours of construction activity shall be limited to:

- i. 7:00 a.m. to 5:00 p.m., Monday through Friday
- ii. 8:00 a.m. to 5:00 p.m., Saturday

Stacking of construction worker vehicles, prior to 7:00 a.m. in the morning will be restricted to areas that do not adversely affect adjacent property owners. No vehicles involved in construction of this project shall block the roadway at any time. The applicant or its successors shall notify the director of Public Works of the construction employee parking locations, prior to commencement of construction.

#### **Community Development Department/OakTree**

41. The applicant and property owner shall adhere to the specific recommendations contained within the Oak Tree Report, and all provisions of the Oak Tree Ordinance and policies of the City of Calabasas.

42. Plant replacement oak trees onsite to replace each inch of tree trunk diameter removed at a 1:1 ratio. Replacement may include a combination of replanting and payment of an in-lieu fee (to be determined) to the City's Oak Tree Mitigation Fund.

43. Replacement trees shall be planted onsite in the areas proposed for open space and/or in the restoration areas of the project that exhibit conditions favorable for oak growth. If this is not feasible, then the oaks may be planted on a city-approved off-site property, as detailed in a mitigation agreement.

44. The applicant shall be responsible for the monitoring and maintenance of the mitigation oaks and relocated trees (if any) for a minimum of five years. If any replacement or relocated tree(s) die during the five-year period, the applicant shall plant new replacement trees and the five-year monitoring period shall begin again from the date of planting for the replacement oak.

45. Monitoring intervals will be determined by the project's Oak Tree Consultant (Consulting Arborist) based on site conditions.

46. Following construction, monitoring will be conducted at least at quarterly intervals for the first three years, and will continue bi-annually for the next two years, or more if warranted.

47. Monitoring of trees to be relocated (if any) will commence at least three months prior to any encroachment or grading activities so as to provide important baseline information used to assess the changes in the tree following transplantation. Success criteria for replacement and relocation trees will be based on the success standards set forth in Section VIII.10 of the Oak Tree Preservation and Protection Guidelines.
48. Unless waived by the City, a refundable security deposit, in an equal amount to the PRC value of the removal trees, including the cost of planting and possible replacement, shall be deposited in trust (e.g. a performance bond or similar instrument) with the City of Calabasas (prior to the issuance of the grading permit) to guarantee the implementation of successful replacement. The deposit shall be refunded upon satisfactory completion of the mitigation requirements at the conclusion of the 5-year monitoring period.
49. A mitigation planting plan shall be prepared and submitted for approval City prior to project commencement (i.e., grading permit). If oaks are to be relocated, the plan shall include a relocation feasibility report prepared by an oak relocation specialist.
50. The applicant shall be responsible for notifying the City's Oak Tree Specialist and the project's Consulting Arborist of any changes in the scope of the work and shall insure that all work is performed in accordance with applicable ordinances, permits and procedures. Work performed within the protected zones of the trees shall be preceded by not less than 48-hours' notice of same to the City's Oak Tree Specialist and the project's Consulting Arborist.
51. Grading or trenching work in the protected zone of the trees approved for encroachment must be done using hand implements only; the use of mechanized tools or equipment is prohibited except where absolutely necessary AND pre-approved by the City and the project's Consulting Arborist.
52. All work conducted within the protected zone of the oak trees shall be performed in the presence of the project's Consulting Arborist. The protected zone shall commence from a point five (5) feet outside of the dripline and extend inwards to the trunk of the tree. In no case shall the protected zone be less than fifteen (15) feet from the trunk of an oak tree. For trees with a DBH of 24 inches or greater, in no case shall the protected zone be less than fifty (50) feet from the trunk of the oak tree. Monitoring of the work by a consulting arborist is subject to inspection and approval by the City's Oak Tree Specialist and shall not relieve the Contractor of the obligation to fulfill all of these conditions.
53. Where absolutely necessary and as approved by the City's Oak Tree Specialist, limited mechanized equipment may be used as follows: a rubber-tired excavator or

larger mechanized equipment may be set up outside of the protected zone of the trees and can reach in under the canopies to avoid damage to the overhanging limbs. When pre-approved, other equipment may be used within the protected zone of trees that have been approved for such encroachment in the Oak Tree Permit. Placement of anti-compaction material prior to protected zone access by equipment may be required.

54. All roots pruned shall consist of clean, 90-degree angle cuts and shall not be sealed unless directed by the monitoring Consulting Arborist or the City's Oak Tree Specialist. Major roots (2" or greater in diameter) that must be removed should be cut back to the nearest lateral root where feasible.
55. Removal of the natural leaf mulch within the protected zone of the project oak trees is prohibited except where absolutely necessary for encroachment.
56. Upon completion of the work associated with each oak tree approved for encroachment, a four to six-inch layer of certified mulch shall be placed within the protected zone. Where feasible, the native leaf litter should be retained and used as the mulching material.
57. Any canopy pruning for structural or clearance purposes, including dead-wooding, shall be performed by, or under the direction of, a Certified Arborist in compliance with the latest ANSO pruning standards. Smaller limbs should be tied back out of the way to avoid unnecessary pruning for equipment clearance.
58. Equipment, materials, and vehicles shall not be stored, parked or operated within the protected zone of an oak tree, except on an already improved road base for work that is being performed with encroachment approval.
59. Prior to commencement of grading operations, the applicant or his representative shall provide the City with a copy of the protective fencing plan for the oak trees to be preserved onsite.
60. A minimum five (5) foot high chain link fence in concrete footings with posts installed every eight (8) feet and two (2) feet deep into the natural grade will be required to be installed at the outermost edge of the protected zone plus five (5) feet of each oak tree or group of trees. Fencing shall be no closer than 15 feet to the trunk of any protected tree. Exceptions to this policy may occur in cases where oak trees are located on slopes that will not be grubbed or graded, are located in areas where there is no activity planned, or when oaks are approved for encroachment.
61. When oaks are approved for encroachment, the chain link fencing should be placed in such a manner as to afford the tree the maximum amount of protection

while allowing for the encroachment. As a visual barrier to contractors, orange snow-fencing or other temporary fencing should be used at the edge of the protected zone while work is not being performed. Such temporary fencing shall be illustrated on the oak tree fencing plan, should be posted with signage that directs contractors to contact the project's Consulting Arborist when work is to be performed in the protected zone, and should remain in place when work is not actively taking place in the protected zone until the encroachment is completed.

62. All work conducted within the protected zone of the oak trees shall be verified by the City's oak tree consultant at the conclusion of the project. A certification letter is required for all work conducted upon oak trees and shall be submitted within 10 working days after completion of work certifying that all of the work was conducted in accordance with the appropriate permits and the requirements of the Calabasas oak tree protection guidelines.
63. Where chain link fencing is required, signs (minimum 2'x2') must be installed on the fence in four equidistant locations around the tree and must contain the following statement: WARNING - THIS FENCE IS FOR THE PROTECTION OF THIS TREE AND SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF CALABASAS.
64. Fences shall remain in place throughout the entire demolition, grubbing, grading, and construction period and may not be removed without obtaining written authorization from the City.
65. Trees that have had their roots or limbs pruned for grading purposes will be monitored at least at quarterly intervals for the first three years following construction, and will continue bi-annually for the next two years, or more if warranted. If an encroached oak tree should fail as a result of the proposed project during the five-year monitoring period, then the tree shall be replaced according to the standards described in this report.
66. Within ten (10) days of the completion of work, the applicant's oak tree consultant shall submit written certification to the Planning Division. The certification shall describe all work performed and shall certify that such work was performed in accordance with the above permit conditions. If any work was performed in a manner not in conformance with these conditions of approval then the applicant's oak tree consultant shall identify the instance or instances of a deviation to any of these conditions.

## **Public Works Department/Engineering**

### **STREET IMPROVEMENTS**

67. The applicant shall install mailboxes and posts per City standards and United

States Postal service requirements. The applicant shall provide a letter from U.S. Postal Service securing mailbox location approval prior to installation.

68. Prior to any work being performed within the City right-of-way, the applicant shall obtain an encroachment permit from the Public Works Department.
69. The applicant shall provide plans and details of the project frontage and related street improvements including, but not limited to curb and gutter, sidewalk and driveway to the satisfaction of the City Engineer. Details shall be coordinated with the Planning Division of the Community Development Department, County of Los Angeles Fire Department, the City Landscape Maintenance District (LMD), and the Traffic Division of the Public Works Department.
70. The applicant shall provide plans and details of the new private street (Street "A") and all interior roadways for City review. The new roadways shall comply with the Los Angeles County Department of Public Works standards and requirements.
71. The project access driveways intersecting the new street shall be designed in compliance with the City's driveway and site access policy as set forth in the City Municipal Code, and also in a manner that will allow full conformance with American's with Disabilities Act. The horizontal and vertical alignment for the project's access driveway shall satisfy requirements of the County of Los Angeles Fire Department and the City Engineer.
72. The applicant shall provide line of sight analyses for the project access driveways onto the private street relative to adjacent road alignment and proposed landscape, graded slopes, walls and utility features to insure adequate sight distance will be provided by the project design.
73. Prior to the Issuance of a Grading Permit, the applicant shall provide a horizontal and vertical alignment for the project's interior streets and access driveways, to the satisfaction of the County of Los Angeles Fire Department and the City Engineer.
74. All pavement structural sections shall be designed by the project Geotechnical Engineer/Consultant and Engineering Geologist and submitted in conjunction with the final soils report for review and approval by the Public Works Department.
75. The applicant shall be responsible for maintenance and repairs of all proposed public street improvements until final acceptance by the City Council.
76. The Right-of-way width of Las Virgenes Road adjacent to Canyon Oaks property and project site should be consistent to the width outlined in the Las Virgenes Road Corridor Design Plan.

77. Applicant shall provide for street improvements for Las Virgenes Road per the adopted Las Virgenes Road Corridor Design Plan and Public Works Department pedestrian circulation requirements along the project frontage. The improvements will include but not be limited to provision for a Class II bike lane, sidewalk, additional pavement and curb and gutter on Las Virgenes Road. The overall proposed curb radius, bike lane and sidewalk width and curb alignment of the roadway improvements fronting the project must be consistent with those recommended in the Las Virgenes Road Corridor Design Plan. To avoid project conflicts, the City Engineer must approve the roadway improvements design prior to the applicant receiving project design approval. Off-site road improvement plans shall be approved and permitted for construction prior to issuance of a grading permit for the on-site improvements.
78. The applicant shall implement all recommended improvements/modifications per the approved project Traffic Study to the satisfaction of the City Engineer. A signal modification/improvement and restriping of Las Virgenes Road and Agoura Road intersection will be required. Traffic Signal Improvements and Offsite Striping plans shall be approved and permitted for construction prior to issuance of grading permit for the on-site improvements.
79. The applicant shall provide a guarantee for the installation of required street improvements in the form of labor and material and faithful performance bonds or similar security(ies). The required type of bonds/securities and amounts shall be determined by the City Engineer.
80. The roadway improvement striping plans are required to delineate the existing conditions for a distance of up to 500 feet beyond project boundaries to match the current roadway configuration or as directed by the City Engineer.
81. The applicant shall provide and install street name signs prior to occupancy of buildings.

#### **MAPPING AND RELATED DOCUMENTS**

82. The applicant shall have a Tract Map prepared for the project. Such map shall be prepared by a Registered Land Surveyor, licensed to practice in the State of California, or a Registered Civil Engineer, whose status allows him to practice land surveying, licensed in the State of California.
83. The Tract Map shall contain a title sheet that includes provisions for signatures of parties required to appear on the map, including, but not limited to, those listed in the Preliminary Subdivision Report. In addition, the cover sheet shall contain provisions for the signature of the City Surveyor, City Engineer, and the Community Development Director of the City of Calabasas.

84. The Tract Map shall contain a plat which reflects the lot boundaries, parcel and property lines, easements of record, any new easements proposed (which are intended to be conveyed by the final map), a metes and bounds legal description, basis of bearings, data tables and other pertinent data.
85. The final map shall be recommended for approval by the Public Works and Community Development Departments and approved by the City Council of the City of Calabasas.
86. The approved final map shall be recorded with the County of Los Angeles prior to the issuance of a Building Permit by the Community Development Department.
87. The applicant shall provide a current copy of the preliminary title report, prepared within the last 6 months, for the subject property.
88. The applicant's engineer shall plot all referenced easements on the site plans, grading plans and final map.
89. In order to assure that the proposed common area (including, without limitation, any and all private recreational facilities, private open areas, private ways, private NPDES storm water improvements, and private parking) within the subdivision will be properly and adequately maintained, the subdivider shall record with the Los Angeles County Recorder, at the time of recordation of final map, a Declaration of Covenants, Conditions and Restrictions (CC&R's) in a form approved by the City Attorney and legally effective to run with the land.

#### **GRADING AND GEOTECHNICAL**

90. The applicant shall submit a precise grading plan prepared by a Registered Civil Engineer for approval by the Public Works Department. The plans shall be prepared on Public Works standard sheets and shall address the specific grading, drainage, and geotechnical design parameters for design the proposed construction. The plans should include, but not limited to: specific elevation grades, keyways, subdrains, limits of removals, retaining walls callouts every 25 to 50 feet, and other information necessary to establish in detail the horizontal and vertical geometric design. The plans shall reference the approved geotechnical report, and reflect cut, fill, compaction, over-excavation requirements contained therein. The plans shall reflect all proposed drainage facilities, including storm drains, area drains, catch basins/inlets, swales, and other drainage devices necessary for the interception, conveyance and disposal of on-site and offsite drainage consistent with the project drainage report. The plan should include all laterals and utility lines including sewers and water lines.

91. The applicant shall submit a detailed geotechnical report prepared by a Geotechnical Engineer/Engineering Geologist. The geotechnical report must specifically address the proposed improvement including engineering calculations for all graded slopes, foundations, retaining walls, temporary excavations and other aspects as required by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements. The reports should be in accordance with the County of Los Angeles standards and the Public Works Department requirements.
92. Per conclusions and recommendations of the Geotechnical Feasibility Studies dated January 15, 2015, the applicant shall perform additional detail geologic and geotechnical study for the project as 100-scale and 40-scale plans are prepared.
93. All slopes shall be 2:1 (horizontal to vertical) or less, and in accordance with the approved geotechnical studies.
94. All other requirements, notes and regulations arising from plan review as determined necessary by the City and their reviewers will be required and shall be incorporated into the design as the need arises during plan review.
95. The applicant agrees to address and mitigate any and all geotechnical design engineering and construction issues not contained within these conditions, but associated with the proposed development that may arise during final design and/or construction.
96. The applicant shall eliminate all geologic hazards associated with this proposed development, in accordance with the recommendations of the City's geotechnical consultant and to the satisfaction of the City Engineer.
97. All retaining and privacy walls shall be less than 6 feet in height, unless specifically approved by the City of Calabasas City Council. Wall details and callouts including top of footings shall be included with the Grading Plans. Any walls to be built during rough grading shall be so noted on the plans and shall require the specific approval of the Public Works Department.
98. In addition to global stability analysis, the applicant shall provide an internal and external stability analysis for the proposed segmental walls.
99. Prior to issuance of a grading permit, the applicant shall submit a surety grading improvement bond with the valuation to be determined by the City staff upon submittal of the engineering cost estimate of grading and installation of the drainage device.
100. Prior to issuance of a grading permit, the applicant shall submit official stamped

and signed copies of the acknowledgement concerning the employment of a registered civil engineer and technical consultants (Public Works Form K).

101. All excavation, grading, site utility installation (private water, sewer and storm drain), pavement construction and related site work shall be observed and approved by the Public Works Department, pursuant to construction permits issued for approved grading and improvement plans. Changed conditions that affect the Grading and Drainage Plans shall be submitted to the Public Works department in the form of a Change Order (Public Works Forms U and U-1), which shall be approved by the City Engineer prior to commencement of any grading activities that do not conform to the approved Grading and Drainage Plans. If the field conditions deviate from the approved plans without obtaining prior approval of a change order, the City Engineer may issue a Stop Work Notice.
102. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto public streets shall be enforced. All haul routes shall be approved by the City Engineer and a haul route permit shall be obtained prior to starting hauling operations.
103. The grading contractor shall maintain on site at all times a means of controlling dust and other airborne particulates originating from the project site. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. At the discretion of the City Engineer, additional dust palliatives or other effective methods (fencing, screening) may be specified to prevent the migration of airborne dust onto adjacent properties.
104. All grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report. Any deficiencies noted shall be brought to the attention of the grading contractor and the City Engineer. Such observations, verifications, related tests, and other pertinent documentation shall be submitted in writing to the City Engineer.
105. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report summarizing the required observations, verifications, related tests, and other pertinent documentation to the City Engineer for review and approval.
106. Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade (Public Works Form O) and Building Pad (Public Works Form O) Certifications forms. The certifications shall be signed by

the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City Engineer.

107. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community Development Department, Building and Safety Division, prior to the issuance of a Building Permit. No Building Permit shall be issued for the project without these approvals.

108. Any variations from the approved grading plan must be submitted to the Public Works Department in the form of a Change Order. The engineer of record must submit a complete change order package to Public Works, including a completed Change Order Checklist (Public Works Form U) and Change Order Request (Public Works Form U-1). The change order will be reviewed and approved by the Community Development Department (Planning Division) and the Public Works Department (Land Development Division). The City Planner shall make the determination if the changes require a review by the Planning Commission and City Council. Any field changes made prior to the approval by the City may result in the posting of a Stop Work Order by the City Engineer. In such case, all related construction activity shall cease pending review and approval of field changes.

109. Prior to issuance of a Certificate of Occupancy (C of O), the project Civil Engineer of record shall provide As-Built or Record Drawings, prepared on mylar, to the City reflecting any changes to the approved plan prior to initiation of final inspection.

110. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification (Public Works Form P) form. The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.

111. The applicant shall comply with all state requirements for construction within a special studies zone. Copies of the report must be sent to the State Geologist by the applicant prior to the issuance of a Certificate of Occupancy (C of O).

112. The applicant shall provide for the mitigation of the potential for liquefaction, lateral deformation and/or dry sand settlement within the project area and adjacent portions of Las Virgenes Road. The applicant shall provide for additional subsurface exploration and analysis to assure the potential for liquefaction within the project

and adjacent portions of Las Virgenes Road is mitigated by the final project design.

113. The applicant shall provide for the mitigation of the existing landslide within the project area. Landslide removal shall occur as directed by the project Geotechnical Engineer, to the satisfaction of the City Engineer.
114. Stabilization fills and subdrain placement shall occur as directed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report.
115. The applicant shall provide for the removal of artificial fill, landslide debris, unsuitable soils and bedrock as directed by the project Geotechnical Engineer, and to the satisfaction of the City Engineer.
116. Upon completion of removal of unsuitable soils, testing shall be performed under the direction of the project Geotechnical Engineer where deemed appropriate to confirm the suitability of the ground improvement performed.
117. Fill placement and related compaction testing, keyway and bench construction and other supervised grading activities shall be observed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report. Summaries of observations, tests and other relevant geotechnical data shall be provided to the City Engineer at appropriate intervals during the site grading process.
118. The project grading plans shall be reflective of the excavations necessary to achieve the design grades for the parking garage, adjacent retaining walls, slopes and property lines. Grading plans shall provide sections as necessary to clarify the depth and grade relationships of these excavations.
119. The grading plans and required sections shall clarify the limits of required over-excavation based on the recommendations of the project soils engineer.
120. The applicant shall provide for the control and drawdown of groundwater encountered during excavation operations. The design of such a dewatering system shall be submitted to the Public Works Department and reviewed/approved prior to the issuance of a grading permit.
121. The applicant shall provide for a means of impounding and clarifying groundwater associated with the dewatering system prior to discharge. Such a system shall be submitted for review to the Los Angeles Regional Water Quality Control Board (LARWQCB) prior to the issuance of a grading permit. Evidence of review and approval shall be submitted to the Public Works Department prior to the issuance of a Certificate of Occupancy.

122. Soil corrosivity shall be analyzed by a corrosion engineer and recommendations incorporated in the final Geotechnical Report. Specific recommendations for project concrete construction and the protection of ferrous and copper metals shall be incorporated into the final design provisions for site improvements and building components.
123. Design of retaining/flood walls at debris/detention basins shall be consistent with the recommendations of the project Geotechnical Engineer, with allowances for fluid pressure and impact forces.
124. A seepage analysis shall be prepared for retaining/flood walls at debris/detention basins by the project Geotechnical Engineer. Such analysis shall consider seepage rates based on maximum level fluid surcharge, footing geometry and in-place soils characteristics. Based on calculated rates of seepage, toe drains or other equally effective means shall be specified to insure subdrainage is intercepted and conveyed to an approved point of disposal.

#### **HYDROLOGY AND DRAINAGE**

125. The applicant shall have a final drainage study prepared by a Registered Civil Engineer licensed to practice in the State of California. The drainage study shall be prepared in report format and include sections addressing on-site and off-site drainage areas, existing and developed conditions hydrology, the design hydraulics for the proposed on-site and off-site drainage systems, including sizing of inlets, conduits, v-ditches, down drains and other structures, storm water detention and water quality mitigation measures, and associated calculations and conclusions. The drainage study shall include documentation that all building finish floor elevations will remain at least one foot above the 100-year storm recurrence interval ( $Q_{100}$ ) water surface elevation and/or Capital Flood ( $Q_{50}$  Bulk and Burned) (whichever is higher), identifying overflow pathways. The drainage study shall be submitted to the Public Works Department and approved by the City Engineer prior the issuance of a grading permit.
126. The applicant shall have a drainage analysis prepared for Las Virgenes Road, reflective of drainage areas tributary to the required area of improvement. Such analysis shall take into consideration existing and proposed roadway cross sections and related flow patterns. Such analysis shall be included in the final drainage study.
127. All drainage shall be sloped 2% away from all parts of structures along impervious surface and 5% away along pervious surface, in conformance with California Building Code; or as per geotechnical engineer's recommendations; and conveyed through an on-site storm drain system to an approved point of disposal.

128. The applicant's engineer shall provide for interception of off-site drainage and related sediment/debris flows from areas subject to burning. Where attenuation of sediment/debris is not contemplated, and bulk-flow inlets or similar facilities are to be used for this purpose, the design of such facilities and related storm drain conduits shall be consistent with the requirements of the County of Los Angeles.
129. The applicant's engineer shall provide for detention of on-site storm drainage, based on either offsite storm drain capacity limitations or a 'no net increase' approach, whichever yields the greater volume of required detention. In either case the required volume shall be calculated by unit hydrograph or other approved means. Such calculations shall be included in the final drainage study.
130. The portion(s) of the site intended for detention of storm water shall be reflected on the drainage plans, and include construction details for size, shape, volume, fencing and access for maintenance. Design of the outlet works for the areas of detention shall be such that the required volume of detention is attained and the approved maximum rate of outflow is not exceeded. Details of the design of the detention areas and outlet works shall be consistent with those contained in the final drainage study.
131. The applicant's engineer shall prepare drainage plans detailing the required design of the proposed on-site and off-site storm drain systems. The design shall be consistent with the calculations contained in the final drainage study, with appropriate details to allow for plan review, inspection and construction of the required facilities. The on-site storm drain plans, along with plans for any necessary extensions of offsite storm drain systems and connection details, shall be prepared in plan and profile format, and shall be submitted to the Public Works Department for review and approval prior to the issuance of a grading permit.
132. The applicant shall construct drainage improvements and offer easements needed for street drainage or slopes. All public drainage improvements shall be approved and accepted for operations and maintenance by the County of Los Angeles Flood Control District prior to City approval.
133. The applicant's engineer shall design drainage facilities associated with improvements along Las Virgenes Road. Drainage inlets shall be curb-opening type, located and sized to intercept street flows and limit pavement drainage spread to maintain a 'dry' lane at all times during the peak drainage event. Drainage intercepted by and concentrated in curb and gutter sections shall be intercepted by an appropriately sized curb-opening inlet, and shall not be allowed to cross travel lanes.
134. Unless specifically approved by the City of Calabasas and the County of Los Angeles Public Works Departments, the on-site storm drainage system shall be

privately owned and maintained. Drainage plans shall clarify that the on-site storm drain system is not to be maintained by either the City of Calabasas or the County of Los Angeles.

135. The applicant shall provide for the perpetual ownership and a program of regular maintenance of the on-site drainage facilities, including but not limited to the proposed storm drain pipes, catch basins, interceptor ditches, debris basins, detention facilities, water quality treatment devices, area drains, etc. The proposed program shall be submitted to the Public Works Department for approval and shall include exhibits showing the locations of facilities to be maintained, and narrative descriptions of the facilities with required frequency of maintenance. Any debris and detention facilities shall be adequately detailed to allow the perpetual maintenance of required volume. Such details shall include limits and dimensions of facilities (i.e.: top and bottom dimensions, depth, design volume) such that future maintenance and cleaning efforts shall adequately restore the shape and operational capacity of the facility. The approved program shall be included in the project CC&R's and recorded with a maintenance covenant to insure perpetual maintenance of such facilities and devices.
136. The applicant's engineer shall provide for the mitigation of the project's storm water quality impacts. The applicant's engineer shall provide calculations for the sizing and location of devices intended to mitigate such impacts in accordance with the County of Los Angeles NPDES, SUSMP, and USMP requirements and the County of Los Angeles Low Impact Design (LID) Manual. Choice of best management practices (BMP's) shall be consistent with those reflected in the LID manual and in accordance with the applicant's SUSMP Exhibit. Calculations shall be submitted with the final drainage study. The locations of required water quality treatment devices shall be shown on the drainage plans. Details of the required devices shall be included in the drainage report and detailed on the project plans.

## **UTILITIES**

137. All new utilities serving the proposed project shall be placed underground.
138. All existing overhead utilities (electric, telephone, cable, etc.) along the project frontage and along the project boundaries shall be converted underground.
139. The project shall connect to an existing sewer. The applicant shall construct a 6-inch minimum sewer lateral to connect the proposed project to the existing available sewer main.
140. The applicant shall have a Sewer Area Study prepared by a Registered Civil Engineer licensed to practice in the State of California. The sewer study shall demonstrate to the satisfaction of the City Engineer that there is available capacity

for the projects sewer flows to be added to the downstream sewer collection system.

141. Sewer connection fees shall be paid to the Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees to Public Works prior to issuance of a Building Permit.
142. The project shall connect to an existing water main. The applicant shall construct a water service lateral to connect the proposed project to the existing available water main.
143. Water service connection, associated meter fees and any other miscellaneous fees/assessments shall be paid to Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees (ie: LVMWD's Financial Arrangement Letter) to Public Works prior to the issuance of a Building Permit.
144. The applicant shall grant easements to the City, appropriate agency, or entity for the purpose of ingress, egress, construction and maintenance of all infrastructure constructed for this project, to the satisfaction of the City Engineer.
145. The applicant shall pay all energy costs associated with street lighting for a period of one year from initial street light use. The applicant shall also complete annexation to the County Lighting Assessment District for payment of future maintenance and power prior to issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit.

#### **TRAFFIC AND TRANSPORTATION DIVISION**

146. The project is located within the Lost Hills/Las Virgenes Road Bridge and Thoroughfare Construction Fee (B&T Fee) District. Project will be required to pay \$3,179 per single family residence (SFR); \$1,971 per multi-family residential unit and \$1,939 per hotel room. As proposed, the B&T fee @ 67 SFR; 4 units and 120 rooms is \$453,557. Final payment amount will be based on number of approved units and hotel rooms. Payment of B&T District Fees to City will be required prior to issuance of a Certificate of Occupancy.
147. Construction activity and traffic control shall be staged such that vehicular, pedestrian and bicycle access to adjacent properties are maintained at all times.
148. The applicant shall be responsible for striping and curb marking changes on Las Virgenes Road and Agoura Road that are affected by the addition of a new private street at the intersection and construction activity near the site. Striping plans prepared by a Registered Civil/Traffic Engineer shall be approved and permitted for construction by the Public Works Department prior to issuance of grading permit

for the on-site improvements.

149. The applicant shall be responsible for traffic signal improvements at the intersection of Agoura Road and Las Virgenes Road. The improvements shall include, but not be limited to, adding separate left turn phases on Las Virgenes Road; replacement of a new signal cabinet, signal controller and other appurtenance devices; upgrading signal hardware such as signal heads, standards and safety lights; replacement of new pedestrian countdown signal heads and push buttons; replacement/installation of signal interconnect and underground conduits; and, replacement of the video detection cameras.

150. The applicant shall pay for the signal timing adjustment at the intersection of Las Virgenes Road and Agoura Road. The retiming will also include signal coordination between US-101 SB Ramps and Lost Hills Road on Las Virgenes Road. The payment amount is \$5,000. Payment of the timing adjustment fees to City will be required prior to issuance of a Certificate of Occupancy.

#### **Public Works Department/Environmental Services Division**

151. This project will disturb one acre or greater of land, and therefore, must obtain coverage under a statewide General Construction Activities Stormwater Permit (General Permit). Prior to issuance of a grading permit, the applicant must submit to the City:

- a. Proof of PRD filing confirmation with the State Water Resources Control Board under the new General Permit (Order No. 2009-0009-DWQ Permit);
- b. A statement of owner's certification that a State Water Resources Pollution Prevention Plan (SWPPP) has been prepared; and
- c. A copy of the SWPPP prepared for the project complying with all applicable requirements of the Order No. 2009-0009-DWQ.

152. This is a Planning Priority Project as defined in the City of Calabasas' National Pollutant Discharge Elimination System (NPDES) permit. As such, the construction drawings must incorporate the following five requirements into the project design prior to the issuance of the grading permit:

- a. Conserve natural areas;
- b. Protect slopes and channels;
- c. Provide storm drain system stenciling and signage;

- d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
- e. Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.

153. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction site:

- a. Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
- b. Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and
- d. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

154. This project is a development planning priority project under the City's NPDES Municipal Stormwater Permit. An Urban Stormwater Mitigation Plan (USMP) that incorporates appropriate post-construction best management practices (BMPs) into the design of the project must be prepared and approved prior to issuance of any grading. Please refer to the Los Angeles County *Standard Urban Stormwater Mitigation Plan (SUSMP)* for applicable design requirements. The project-specific USMP shall describe how this project design conforms to all requirements set forth in the SUSMP and must include a fully executed and recorded "Maintenance Covenant for Parcels Subject to SUSMP Requirements" to provide for on-going maintenance of the BMPs that have been chosen.

155. All storm drain catch basins shall be retrofitted with the full capture debris screens approved by the Los Angeles County Flood Control District. The full capture devices shall be similar to the devices installed in adjacent public streets.

156. Provide adequate filtration for all hillside drains to capture debris and sediment before entering the storm drain system.

157. Landscape areas should utilize a concave design to capture irrigation runoff and first  $\frac{3}{4}$  inch of a two year storm event for the landscape area only; additional

capacity should be included if runoff from the roof and all hardscape areas is directed to landscaped areas.

158. Direct runoff from the driveway toward permeable areas and construct portions of the driveway from porous materials.
159. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems. The applicant shall provide proof of recycling quantities to obtain final clearance of occupancy.
160. Per the CMC Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." Recology is the only service provider permitted to operate in Calabasas. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
161. Grading shall be prohibited from October 1<sup>st</sup> through April 15<sup>th</sup>, unless the City Engineer determines that soil conditions at the site are suitable, and adequate and effective erosion and sediment control measures will be in place during all grading operations.
162. Individuals responsible for SWPPP preparation, implementation, and permit compliance shall be appropriately trained. This includes those personnel responsible for developing the SWPPP called Qualified SWPPP Developer (SQD) and those personnel responsible for installation, inspection, maintenance, and repair of BMPs called the Qualified SWPPP Practitioner (QSP). They shall provide a certificate of appropriate trainings. Training sessions are offered by government agencies or professional organizations.
163. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction site left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City Ordinance and State law. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapter 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.

### **Las Virgenes Municipal Water District**

164. Pay applicable water meter and sewer fees prior to construction.
165. The applicant shall implement and maintain water conservation measures including but not limited to, fixture design and installation (use of ultra-low flush/flow toilets and shower heads), and hot water circulating systems.
166. The applicant shall implement maximum use of recycled water during and after construction, including landscaping and inside the hotel for sanitary purposes. The applicant shall be required to meet all of the District's conditions of service in order to be served.

### **Los Angeles County Fire Department**

167. Obtain all applicable permits and approvals from the Los Angeles County Fire Department.
168. All gates shall be equipped with Fire Department approved locking devices.
169. All access roadways less than 36 feet in width shall be labeled "No Parking Fire Lane" and posted in accordance with Appendix D, Section D103 chapter D103.6 of the County of Los Angeles Fire Code.
170. Submit three copies of the Final Map to LACoFD, Land Development for review and approval prior to recordation.
171. All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. All required fire hydrants shall be installed, tested and accepted prior to construction.

**Section 7. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby certifies the adequacy of an Environmental Impact Report and approves File No. 140000011:**

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

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**ATTACHMENTS:**

**Attachment 1-** Mitigation Monitoring and Reporting Program

**Attachment 2 -** Proposed Partial General Plan Land Use Map

## MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires adoption of a reporting or monitoring program for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The Mitigation Monitoring and Reporting Program (MMRP) is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP.

The Final EIR included 25 mitigation measures to address potential impacts related to aesthetics, air quality, biological resources, geology and soils, noise, traffic and circulation. The following table will be used as the checklist to determine compliance with this measure.



Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<b>Aesthetics</b>						
<b>AES-1 Landscaping Plan.</b> Any vegetation included on the Landscaping Plan along Las Virgenes Road shall be species that do not typically grow to a height that would exceed 30 feet.	Review landscaping plan to verify compliance.	Prior to issuance of building permits.	Once.	City of Calabasas Community Development Department.		
<b>Air Quality</b>						
<b>AQ-1(a) Dust Control Measures.</b> The following shall be implemented during grading and construction to control dust. 1. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. 2. Gravel aprons or other equivalent methods shall be used during project construction to reduce mud and dirt trackout onto truck exit routes. 3. The applicant shall assign a site manager to act as a community liaison concerning on-site construction activity, including resolution of issues related to PM generation. 4. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 5. Non-toxic soil stabilizers shall be applied according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more). 6. Traffic speeds on all unpaved roads shall be reduced to 15 miles per hour or less.	Verify that dust control measures are included as a note on all grading and building permits; field verify compliance.	Prior to issuance of grading and building permits; continuously during grading and construction.	Once for grading and building permit verification; field verification periodically during grading and construction.	City of Calabasas Community Development Department.		
<b>AQ-1(b) Construction Equipment Controls.</b> The following shall be implemented during construction to minimize emissions of NOx, PM <sub>10</sub> , and PM <sub>2.5</sub> associated with diesel construction equipment. 1. All off-road construction equipment greater than 50 horsepower shall meet U.S. EPA Tier 4	Verify that construction equipment control measures are included as a	Permit check prior to issuance of building permits;	Once for permit check; field verification periodically during grading and	City of Calabasas Community Development Department.		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p>emission standards, where available. All construction equipment shall be outfitted with Best Available Control Technology devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations.</p> <p>2. 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) shall be used. If the applicant provides the City evidence that 2010 model year or newer diesel trucks cannot be obtained, the City of Calabasas shall require trucks that meet U.S. EPA 2007 model year NO<sub>x</sub> emissions requirements.</p>	<p>note on all grading and building permits.</p>	<p>continuously during grading and construction.</p>	<p>construction.</p>			
<b>Biological Resources</b>						
<p><b>BIO-1(a) Pre-construction Special-Status Wildlife Surveys and Construction Monitoring.</b> No more than one week prior to vegetation clearing and ground disturbance within the project site, a qualified biologist shall conduct pre-construction surveys for special-status wildlife species within the construction footprint and within a 200-foot survey buffer area. The surveys shall include mapping of current locations of special-status wildlife species for avoidance and relocation efforts and to assist construction monitoring efforts. In addition, during any construction activities involving vegetation clearing, the applicant shall contract with a biologist to conduct biological monitoring so as to assist in avoiding and minimizing impacts to special-status wildlife and protected nesting birds in the path of construction. Other locally important wildlife species or wildlife SSC, which are not formally listed, shall be captured by a qualified biologist, when possible, and relocated to adjacent appropriate habitat within the open space on-site or in suitable habitat adjacent to the project area (either way, at least 200 feet from the grading limits).</p>	<p>Verify that a qualified biologist has conducted pre-construction surveys and continual biological monitoring for special-status wildlife species within the construction footprint and survey buffer area, if a species is identified. CDFW shall be notified and consulted</p>	<p>Survey prior to issuance of grading permits; field verification as necessary throughout grading and construction.</p>	<p>Once for survey; field verification as needed periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p>The CDFW shall be notified and consulted regarding the presence of any special-status wildlife species found on-site during the pre-construction surveys or during biological monitoring. If a Federally-listed species is found prior to or during grading of the site, the USFWS shall also be notified. Only a USFWS-approved biologist shall be authorized to capture and relocate listed species.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site. Construction monitoring shall be conducted during any construction activities involving vegetation clearing, or modification of natural habitat. The methods and results of the pre-construction survey(s) and any relocation efforts during those surveys shall be documented in a brief letter report (Pre-Construction Survey Report) and submitted to the City no later than three weeks following the completion of the last survey. The methods and results of the biological monitoring and any relocation efforts conducted during construction shall be documented in a brief letter report (Biological Monitoring Report) and submitted to the City upon completion of vegetation clearance and initial natural habitat alteration.</p>	<p>regarding the presence of any special-status wildlife species and USFWS shall be notified if a federally-listed species is found on-site.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site and shall be submitted to the City no later than three weeks after completion.</p>					
<p><b>BIO -1(b) Conduct Nesting Bird Surveys, Establish Active Nest Avoidance Buffers, and Monitor Active Nests.</b> Because construction is proposed to occur during the bird breeding season (February 1 to August 31), the project is subject to bird survey requirements. Pre-construction nesting bird surveys shall be conducted to determine the locations of nesting birds. Bird surveys shall include a minimum of three nesting bird surveys to be conducted by a qualified biologist, within two weeks, and no more than three days prior to the start of vegetation clearing. Weekly bird nesting surveys shall be</p>	<p>If initial ground disturbing activities occur during the breeding bird nesting season, verify that a qualified biologist has performed a nesting bird survey with</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading and construction.</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p>reinitiated if land clearing activities are delayed for more than one week. The nesting bird survey area shall include a buffer around the grading limits and land clearing limits of 500 feet to accommodate potential raptors that could be affected. Generally, if an active bird nest is found, a maximum 300-foot buffer (depending on the species and noise and site conditions) would be established surrounding the nest(s) and shall be flagged for avoidance. If any active raptor nests are found, typically a suitable buffer area of 250-500 feet from the nest shall be established until the nest becomes inactive (absence of eggs, chick, and adults). The avoidance buffer area for nesting birds may be reduced upon the approval of the monitoring biologist as determined by the species nesting and the activity being conducted. If an active nest of a special-status bird species is found, a suitable buffer area of 200-500 feet from the nest (depending on the status of the species) shall be established until the nest becomes inactive, and CDFW/USFWS shall be consulted.</p> <p>If active bird nests are found and avoidance buffers are established prior to or during construction, a biologist shall monitor the active nest(s) during initial land clearing activities and/or construction activities to determine whether the recommended avoidance buffers are adequate to the point that nesting activities are not being stressed or jeopardized. Disturbance may occur within the avoidance buffer area only after the young have fledged (i.e., the birds are no longer reliant on the nest) as determined by the monitoring biologist.</p> <p>The methods and results of the nesting bird survey(s), any nesting bird avoidance efforts as a result of those surveys, and the success of the avoidance buffers shall be documented in a letter report (Nesting Bird Survey and Active Nest Monitoring Report) and shall be submitted to the City no later than three weeks following</p>	<p>results submitted to the City. If active bird nests are located during the pre-construction survey and could be impacted, field verify buffer zones.</p>					

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<p>the completion of active nest monitoring activities.</p> <p><b>BIO-1(c) Pre-construction Bat Surveys and Construction Monitoring.</b> To avoid the direct loss of bats that could result from removal of trees and/or structures that may provide maternity roost habitat (e.g., in cavities or under loose bark), tree removal or relocation shall be scheduled between October 1 and February 28, outside of the maternity roosting season. If trees and/or structures must be removed during the maternity season (March 1 to September 30), a qualified bat specialist shall conduct a pre-construction survey to identify those trees and/or structures proposed for disturbance that could provide hibernacula or nursery colony roosting habitat for bats.</p> <p>Each tree and/or structure identified as potentially supporting an active maternity roost shall be closely inspected by the bat specialist no greater than 7 days prior to tree disturbance to more precisely determine the presence or absence of roosting bats.</p> <p>If bats are not detected, but the bat specialist determines that roosting bats may be present at any time of year, it is preferable to push any tree down using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree shall be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree shall then be pushed to the ground slowly and should remain in place until it is inspected by a bat specialist. Trees that are known to be bat roosts should not be cut up or mulched immediately. A period of at least 24 hours shall elapse prior to such operations to allow bats to escape.</p> <p><b>BIO-1(d) Rodent Control.</b> Rodenticides are prohibited. This requirement shall be printed on the landscape plans for each residential development approved, and included in the project covenants, conditions and</p>	<p>If trees and/or structures that may provide maternity roost habitat must be removed during the maternity season, verify that a qualified bat specialist has conducted a pre-construction survey with results submitted to the City. If trees and/or structures are identified as potentially supporting an active maternity roost during the pre-construction survey and could be impacted, field verify that the appropriate tree removal method is used.</p> <p>Verify that landscape plans, project covenants,</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading.</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		
		<p>Review of plans prior to issuance of final</p>	<p>Once for plan review; resident communication annually.</p>	<p>City of Calabasas Community Development</p>		

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<p>restrictions ("CC&amp;Rs"), and recorded on the deed for each residential lot. The CC&amp;Rs shall stipulate that the prohibition on rodenticides shall be the subject of at least one annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update that is distributed to property owners and residents. Evidence of this effort shall be provided to the City Planning and Community Development Department each year by January 1st.</p> <p>Mitigation measures BIO-4(a), BIO-4(b), and BIO-6 required.</p>	<p>CC&amp;Rs and deeds for residential development include prohibition of rodenticides.</p> <p>Verification that evidence of annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update is provided to the City.</p>	<p>occupancy permits; resident communication annually.</p>		<p>Department.</p>		
<p><b>BIO-3 Upland Restoration.</b> To mitigate for impacts to purple sage scrub, an upland restoration plan (URP) shall be prepared by a qualified biologist/restoration ecologist, with a primary focus on topsoil salvage to maintain important elements required for a healthy ecosystem, including mycorrhizae (soil fungus), healthy soil structure, balanced soil chemistry needed for native plant uptake, proper characteristics to support naturally occurring vegetation and the wildlife it supports, as well as functionality for needed biological services in the watershed. Specifically, the URP shall include the following:</p> <ul style="list-style-type: none"> <li>•Detailed site location for all aspects of the restoration;</li> <li>•Detailed description and graphics of the mechanics of the topsoil salvage and soil stabilization;</li> <li>•Native plant palette, planting plan, time of year</li> </ul>	<p>Verify that an upland restoration plan (URP) has been prepared by a qualified biologist/restoration ecologist; restoration specialist shall determine restoration adequacy and remedial measures in the event that the</p>	<p>Verification that the URP has been completed prior to issuance of grading permits; restoration monitoring annually for a period of five years.</p>	<p>Once URP verification; annual monitoring reports for a period of five years.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>planting will occur, and irrigation plan;</p> <ul style="list-style-type: none"> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of restoration adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity. The URP shall include success criteria for monitoring the restoration effort over five years, and include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following: restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation.</p>	<p>performance criteria are not met.</p>					
<p><b>BIO-4(a) Agency Coordination.</b> Permits, agreements, and/or water quality certifications from all applicable State and Federal agencies regarding compliance with State and Federal laws governing work within jurisdictional features are required for submission to the City of Calabasas with the grading permit application for the project. The applicant shall provide such permits and/or agreements prior to issuance of a grading permit. In addition, long-term maintenance permits/authorizations are required for maintenance activities to be perpetually conducted in the proposed upstream detention basin in accordance with Los Angeles County Flood Control District's (LACFCD) maintenance standards and practices.</p>	<p>Verify that the applicant has obtained State and Federal permits, agreements, and/or water quality certifications required to work within jurisdictional features.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-4(b) Restore Jurisdictional Waters, Wetlands, and Riparian Habitats.</b> To mitigate for impacts to potentially jurisdictional features, the applicant shall provide as much in-kind waters and wetlands creation</p>	<p>Verify that a habitat mitigation and monitoring plan</p>	<p>HMMMP verification prior to issuance of</p>	<p>Once for HMMMP; annual monitoring reports for a</p>	<p>City of Calabasas Community Development</p>		

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<p>within the project site boundaries, as feasible, at a minimum 1:1 mitigation ratio (i.e., for every 1 acre removed, 1 acre shall be created for no net loss), or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Additional mitigation at a ratio of 2:1 will be required to offset a temporal loss of waters and wetlands, or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Native seeds and plant material (cuttings) shall be salvaged from the impact areas prior to construction and used for the on-site restoration/creation effort. Supplemental seed/plantings may be purchased, but shall be sourced from a site within the same watershed as the project site to maintain genetic integrity. A habitat mitigation and monitoring plan (HMMP; discussed in more detail below) shall identify an approach for implementing the conceptual mitigation plan (EIR Figure 4.3-4) for the portion of the mitigation that will be implemented on-site and in-kind.</p> <p>The HMMP shall be prepared by a qualified biologist/restoration ecologist that outlines the compensatory mitigation in coordination with the regulatory agencies. As part of the HMMP, a final mitigation implementation plan detailing what is presented on Figure 4.3-4 shall be submitted to and approved by the City prior to issuance of a grading plan. Specifically, the HMMP and implementation plan shall include the following:</p> <ul style="list-style-type: none"> <li>•Detailed mitigation site location for all aspects of the jurisdictional areas creation, including the location and quantity of each jurisdictional area being created and each habitat type being created (riparian, seep, spring, wet meadow, etc.);</li> <li>•Detailed description and graphics of the mechanics of the creation, including fine grading, contours, check dams, bank stabilization, bio-engineering,</li> </ul>	<p>(HMMP) has been prepared by a qualified biologist/restoration ecologist; A restoration specialist shall determine mitigation adequacy and determine remedial measures in the event that the performance criteria are not met.</p>	<p>building permits; restoration monitoring annually for a period of five years.</p>	<p>period of five years.</p>	<p>Department.</p>		

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<p>saturation levels to be created, and surface flows to be expected;</p> <ul style="list-style-type: none"> <li>•Native plant palette, planting plan, time of year planting will occur, and irrigation plan;</li> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of mitigation adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity (such as upstream or downstream of the restoration site). The HMMP shall include success criteria for monitoring the restoration effort over five years. The HMMP shall also include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following: restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation. Ultimately, the mitigation provided within the HMMP shall be consistent with the requirements pursuant to permits obtained by all regulating agencies.</p> <p>If required riparian/wetland creation cannot be achieved entirely on-site, the balance shall be achieved by payment of in lieu fees (i.e., Santa Monica Mountains Conservancy, Mountains Restoration Trust, or Ojai Valley Land Conservancy). "In-lieu-fee" mitigation occurs in circumstances where a Permittee provides funds to an in-lieu-fee sponsor instead of either completing project-specific mitigation or purchasing</p>						

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<p>credits from a mitigation bank approved under the Banking Guidance. Those organizations considered qualified to implement formal in-lieu-fee arrangements typically work in advance with the Corps to ensure that authorized impacts will be offset fully on a project-by-project basis consistent with Section 10/404 permit requirements. Off-site mitigation lands shall be located as close to the project site as feasible. Off-site land shall be preserved through a conservation easement, and an HMMP shall identify an approach for funding assurance for the long-term management of the conserved land.</p>						
<p><b>BIO-5(a) Protect Remaining and Restored Open Space.</b> Approximately 61 acres (79 percent) of the 77.22-acre site would remain undeveloped under the proposed project. Approximately 22 acres of the undeveloped 61 acres would be open space landscaping, slope face landscaping, and riparian/wetland and oak woodland habitat restoration. These areas are located mainly in the northern, southern, and eastern portions of the project site, adjacent to the surrounding preserved open space areas. To mitigate restricting the City's mapped wildlife corridor by one quarter of its width, all restored and avoided land within the project site (approximately 61 acres and 79 percent of the project site) shall be designated open space. The approximately 61 acres of dedicated open space would surround the permanently developed areas (16 acres) of the site (see EIR Figure 4.3-2). This would create an open space buffer around the residential and commercial development and would also help to preserve the remaining portions of the City's mapped movement corridor within the parcel, which is adjacent to, and connected with, land owned by the Mountains Recreation and Conservation Authority to the east. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future urban development by recordation of a deed</p>	<p>Review final site plan to ensure 61 acres of the site are designated as open space; an easement or similar instrument shall be instituted to ensure open space protection from future development; signage shall be posted along the edge of the open space area indicating a permanently protected area.</p>	<p>Review of final site plan prior to issuance of grading permits; signage and easement, or similar instrument, prior to the issuance of a certificate of occupancy for the 7<sup>th</sup> residential unit</p>	<p>Once for final site plan review once; once for verification of easement of similar instrument.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&amp;R) or by recordation of a conservation easement or similar instrument. Whatever instrument is used, it shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit. Signage shall be posted and maintained at conspicuous locations along the edge of the protected open space indicating that it is a permanently protected open space area.</p>						
<p><b>BIO-5(b) Fencing.</b> Any perimeter fencing around the 61-acre open space area of the project site shall be wildlife friendly, as required in Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010). Fencing shall be easily bypassed by all species of wildlife found within the Santa Monica Mountains and shall be subject to the standards required by the Calabasas Land Use and Development Code 17.20.100(H). As such, wildlife friendly fencing shall be used as required to provide permeability through and over fencing for access to adjacent habitats and to retain connectivity of the habitats on-site with the habitats off-site.</p> <p>All fencing within the project site shall be constructed with materials that are not harmful to wildlife including, but not limited to, spikes, glass, razor, or barbed wire. All hollow fence posts shall be capped to prevent birds and other wildlife from entering and becoming entrapped.</p>	<p>Review final plans to verify use of wildlife friendly fencing and compliance with Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010).</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-6 Oak Tree Replacement.</b> An Oak Tree Permit shall be obtained from the City of Calabasas prior to any oak tree removal, which will include an oak tree mitigation program. A copy of the approved oak tree</p>	<p>Verification that an Oak Tree Permit has been obtained for oak</p>	<p>Oak tree permit verification prior to</p>	<p>Once for oak tree permit and oak tree consultant</p>	<p>City of Calabasas Community Development</p>		

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<p>permit and the associated oak tree report shall be kept on-site during all construction.</p> <p>The City of Calabasas Oak Tree Ordinance No. 2006-222, and Section V.B of the City of Calabasas Oak Tree Preservation and Protection Guidelines, requires conditions to offset the impacts associated with the loss of an oak tree, oak limbs, or encroachment into an oak tree protected zone, which may include but are not limited to any combination of payment of an in-lieu fee to the oak tree mitigation fund, planting of replacement oak trees at locations proposed by the applicant and approved by the City Arborist, and/or relocation (see CMC 17.32.010). If the conditions include replacement, for every inch of tree, limb, or root removed, a minimum of one inch shall be replaced (refer to EIR Figures 2-6 and 4.3-5 for a conceptual illustration of proposed oak tree planting areas).</p> <p>In addition, an Oak Tree Mitigation Program shall be prepared and submitted to the City. The Oak Tree Mitigation Program shall include a monitoring schedule, and the maintenance and care program outlined in the Oak Tree Report shall be carried out by qualified professionals. In addition, final landscape plans shall include minimum oak tree mitigation as required by the City of Calabasas and/or the resource agencies. The Oak Tree Mitigation Program shall include an inventory of all oak trees ultimately removed or encroached upon during project activities, the mapped locations of restoration areas, a restoration implementation plan (detailing site preparation and planting, irrigation, and fertilization practices), an oak tree fencing plan during construction, encroachment zone damage and disease protection measures, detailed maintenance program practices, and success criteria. Success criteria shall consider survivorship of oak trees under natural conditions sufficient to replace those oaks (inches of oaks) removed or transplanted within the</p>	<p>tree removal and that an Oak Tree Mitigation Program has been submitted with final landscape plans with minimum oak tree mitigation as required by the City and/or resource agencies.</p> <p>Verify that a City-approved oak tree consultant has prepared a report after the conclusion of grading and construction as well as annual oak tree monitoring reports.</p>	<p>issuance of grading permits; oak tree consultant report verification prior to issuance of occupancy permits; monitoring annually.</p>	<p>report verification; annually for five years based on bi-annual site visits/oak monitoring.</p>	<p>Department.</p>		

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property, using a minimum 1-inch:1-inch ratio.  A City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. The reports shall include a summary of conditions and certification of compliance with all conditions of the permit, including but not limited to, minimum tree replacement numbers, establishment goals, and the health of all replaced, remaining, or relocated trees.						
<b>Geology and Soils</b>						
<b>GEO-1(a) Geotechnical Recommendations.</b> On-site development shall require, and comply with, all recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). At a minimum, any buildings considered essential facilities, as defined in the California Building Code, shall be designed to withstand upper bound earthquake ground motion. The calculated design base ground motion for the site shall take into consideration the soil type, potential for liquefaction, and the most current and applicable seismic attenuation methods that are available. All on-site structures shall comply with applicable provisions of the California Building Code. Compliance with these requirements shall be verified by the City of Calabasas Building and Safety Department prior to issuance of a grading permit.	Verify compliance with applicable provisions of the California Building Code and recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		

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<p><b>GEO-1(b) Building Design.</b> All buildings shall be engineered to withstand the expected design basis ground acceleration that may occur at the project site. All critical facilities shall be designed to withstand the upper bound earthquake ground motion. The building designs shall take into consideration the most current and applicable seismic attenuation methods that are available. Specifically, all onsite structures shall comply with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). Compliance with these requirements shall be verified by the City of Calabasas prior to the issuance of a building permit.</p>	<p>Verify compliance with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(a) Removal and Replacement of Liquefiable Soils.</b> All loose and unsuitable alluvium, as depicted in EIR Figure 4.4-3, shall be removed and replaced with engineered fill. Fills greater than 15 feet from rough grade shall be compacted to 90 percent relative compaction at a soil-water content of approximately 2 percent to 5 percent over optimum value. Fill thickness in excess of 40 feet from rough grade shall be compacted to 93 percent at a soil-water content of approximately 2 percent over optimum. Fills exceeding 60 feet shall be compacted to 95 percent relative compaction at a soil-water content of approximately optimum value. Drainage blankets shall be placed at 30 to 40 foot intervals to reduce excess pore pressures.</p>	<p>Verify that instructions regarding removal and replacement of liquefiable soils are included as a note on all grading and building permits.</p>	<p>Prior to issuance of grading and building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(b) Long-Term Settlement Risk Reduction.</b> To reduce the risks of long-term settlement, a monitoring period shall occur after rough grading to allow the fill to reach 90 percent consolidation, and to allow the remaining pore pressure to dissipate. The exact monitoring period shall be determined as part of the Grading Stage Geotechnical Report. This report</p>	<p>Verify that the Grading Stage Geotechnical Report includes the required monitoring periods and</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		

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shall include an implementation program for settlement monitors within the deep bedrock excavations to measure heave, and to confirm consolidation levels.	implementation program.					
<b>GEO-2(c) Final Plan Review and Approval.</b> All proposed geotechnical remediation designed to reduce liquefaction hazards shall be designed to Calabasas Municipal Code and California Building Code standards to withstand the conditions. The City of Calabasas Public Works Department shall review and approve all final plans for the removal of liquefiable soils prior to issuance of grading permits. The removal of liquefiable soils shall occur as part of a thorough canyon cleanout during mass grading, as depicted on Figure 4-4-6a through Figure 4-4-6d. In addition, canyon sub-drains shall be installed as indicated on Figure 4-6-3 to help prevent static groundwater conditions.	Verify that the proposed geotechnical remediation complies with to Calabasas Municipal Code and California Building Code standards and approve final plans for removal of liquefiable soils.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-3 Landslide Removal and Recompaction.</b> The existing landslide shall be removed and replaced with engineered fill to achieve a factor safety of the landslide mass in excess of 1.5 for static conditions and in excess of 1.1 for pseudostatic conditions. During bulk grading, the landslide mass shall be removed along the southern slope to stabilize the existing landslide complex in conformance with figures 22a through Figure 4.1-22c and 4.4-6a through 4.4-6d. In addition, all applicable recommendations contained within Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. shall be adhered to during landslide removal. At a minimum, the landslide repair shall consist of excavating a keyway, benching out and cutting the landslide mass, and then replacement with engineered compacted fill. The City of Calabasas Public Works Department shall review and approve all final plans for landslide remediation prior to issuance of a grading permit.	Verify that final grading plan comply with applicable recommendations in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-4(a) Erosion Control.</b> A site-specific erosion control plan that incorporates best management	Verify that a licensed	Prior to issuance of	Once.	City of Calabasas		

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practices shall be prepared by the project applicant and approved by the City prior to the granting of any grading permits. All measures identified in the erosion control plans shall be implemented and monitored for continued compliance by the City of Calabasas Public Works Department. Such measures may include slope protection measures, netting and sandbagging, landscaping and possibly hydroseeding, temporary drainage control facilities such as retention areas, etc. All slopes involved with the development shall be constructed using an erosion control mat and a thorough vegetation and landscape plan. A landscaping plan and a landscape maintenance plan shall be designed by a licensed landscape architect. These plans shall be reviewed and approved by the City of Calabasas Public Works Department prior to issuance of grading permits.	geotechnical engineer has prepared a plan to achieve erosion control as part of grading plan design.	grading permits.		Public Works Department.		
<b>GEO-4(b) Slope Stability.</b> Any development within a zone of influence of any slope that does not provide sufficient factors of safety and which could result in a possible surficial slope failure, shall be manufactured using acceptable custom, practice, and techniques to achieve surficial stability in a hillside environment. The slopes shall be constructed with a sufficient configuration, design, and material type with sufficient shear strength and proper drainage to ensure the appropriate performance of the slope. On-site manufactured slopes shall be composed of engineered fill, where the outer 15 feet would consist of a stability fill compacted to 93 percent relative compaction. A licensed geotechnical engineer shall prepare a plan to achieve slope stability (consistent with the above described requirements), as part of grading plan design. The grading plan, including all slope stability recommendations, shall be reviewed and approved by the City of Calabasas Public Works Department prior to issuance of grading permits.	Verify that a licensed geotechnical engineer has prepared a plan to achieve slope stability as part of grading plan design.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-5 Expansive Soil Removal and/or Treatment.</b> Suitable measures to reduce impacts from expansive	Verify that a qualified	Prior to issuance of	Once.	City of Calabasas		

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Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p>soils shall be implemented as determined by a qualified geotechnical engineer and as approved by the City of Calabasas Public Works Department prior to issuance of a grading permit. To mitigate the potential for expansive soils, all foundations and slabs shall be designed for highly expansive soil conditions. The specific design parameters shall be confirmed prior to the grading stage, and then again after rough grading has been completed prior to the issuance of building permits. At a minimum, the following design considerations shall be considered with respect to expansive soils on the project site:</p> <ul style="list-style-type: none"> <li>• Expansive subgrades beneath foundations shall be pre-moistened to reduce the potential and the effects of the shrink/swell cycles.</li> <li>• Fat clays (LL &gt; 50) shall not be used as structural fill under foundations, pavements, slabs or retaining wall backfill.</li> <li>• If expansive soil is used within the zone of influence (upper seven feet) for foundations (LL &gt; 20), the expansive soils shall not be over-compacted or placed with soils having high soil-water contents. The soils shall be compacted to a minimum of 90 percent relative compaction but no greater than 93 percent or as specified by the project geotechnical engineer. The soil-water content shall be specified three to five percent over optimum or as specified by the project engineer.</li> <li>• As necessary, thickened slabs, extending slab edges and additional reinforcement shall be used to reduce negative impacts from any expansive soil movement. In addition, capillary break under slabs shall be utilized to reduce the potential for moisture transport and pumping that leads to moisture infiltration.</li> <li>• The sand thickness under slabs that is used for concrete curing shall be kept at two inches or less.</li> </ul> <p><b>NOISE</b></p> <p><b>N-4 Interior Noise.</b> At a minimum, the hotel shall</p>	<p>geotechnical engineer has developed suitable implementation measures to reduce impacts from expansive soils.</p>	<p>grading permits.</p>		<p>Public Works Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p>include the following or equivalent to achieve an acceptable interior noise level of 45 CNEL:</p> <ul style="list-style-type: none"> <li>• Air conditioning or a mechanical ventilation system so that windows and doors may remain closed</li> <li>• Double-paned windows and sliding glass doors mounted in low air infiltration rate frames (0.5 cubic feet per minute, per ANSI specifications)</li> <li>• Solid core exterior doors with perimeter weather stripping and threshold seals</li> <li>• Roof and attic vents facing away from U.S. 101</li> </ul> <p>Incorporation of these design requirements would be expected to achieve an interior noise level reduction of 25 dBA or greater.</p>	<p>construction plans to ensure compliance with applicable noise attenuation requirements.</p>	<p>issuance of building permits.</p>		<p>Calabasas Community Development Department.</p>		
<p><b>Traffic and Circulation</b></p> <p><b>T-2 Las Virgenes Road/Lost Hills Road Traffic Impact Fees.</b> The applicant shall pay fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road to offset the incremental contribution of their project to identified traffic impacts. A funding mechanism shall be established as a condition of project approval. Fee payment shall occur prior to issuance of building permits.</p>	<p>Verify that the applicant has paid fees that comply with funding mechanism established for necessary road improvements.</p>	<p>Prior to issuance of final occupancy permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		

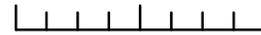
Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p><b>T-10 Construction Management Plan.</b> Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Management Plan for review and approval by City staff. Coordination shall occur with the Lost Hills Road/U.S. 101 interchange Traffic Management Plan to identify measures to reduce potential construction impacts. The provisions of the plan shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>•The project contractor shall identify and enforce truck haul routes deemed acceptable by the City for construction trucks.</li> <li>••Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic, if needed.</li> </ul>	<p>Review and approve a Construction Management Plan to be prepared by the project applicant.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		



**CITY of CALABASAS**  
**Proposed Land Use Map**

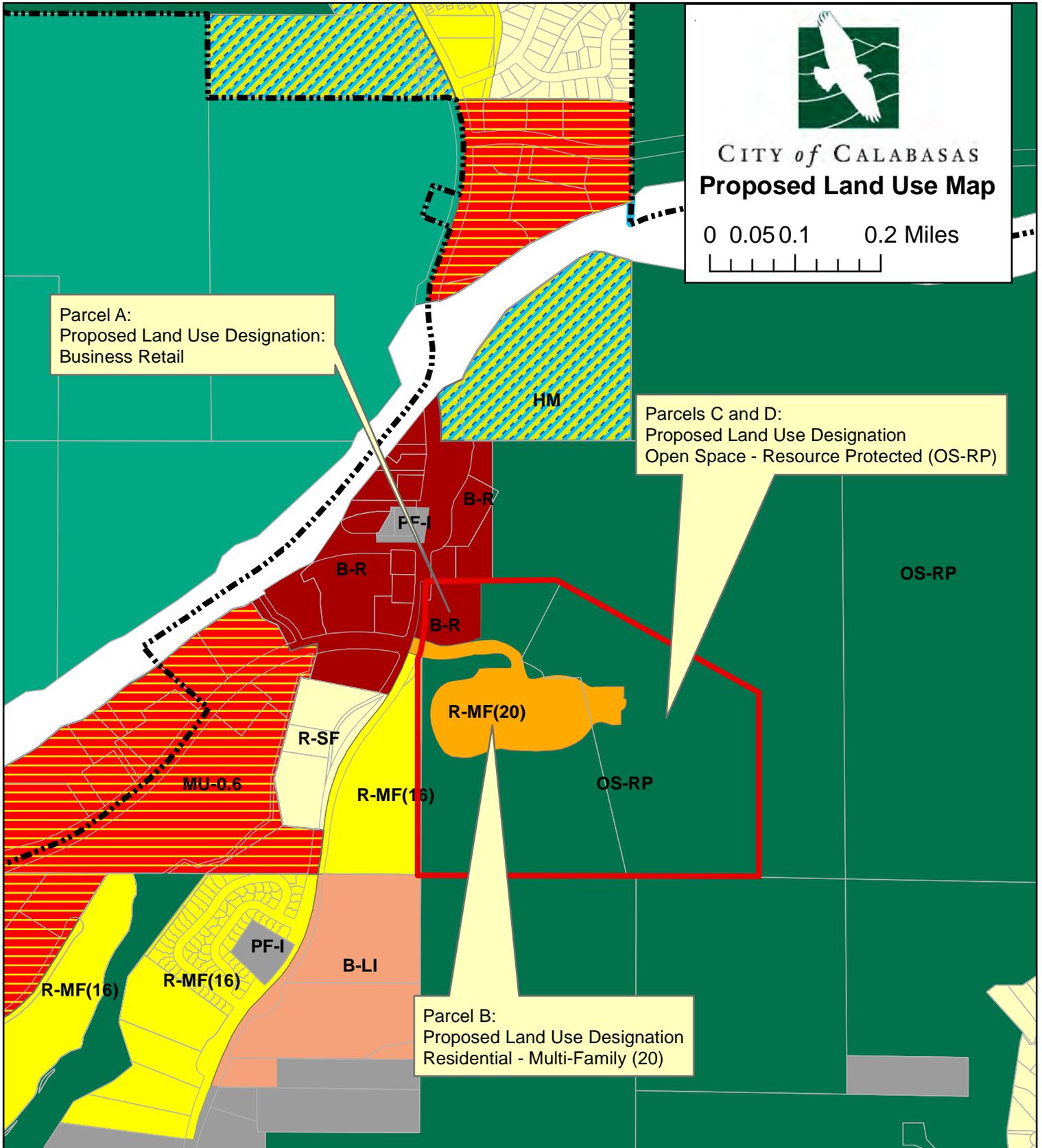
0 0.05 0.1 0.2 Miles



Parcel A:  
 Proposed Land Use Designation:  
 Business Retail

Parcels C and D:  
 Proposed Land Use Designation  
 Open Space - Resource Protected (OS-RP)

Parcel B:  
 Proposed Land Use Designation  
 Residential - Multi-Family (20)



Calabasas City Boundary	Residential- Mobile Home	Mixed Use 1.0	Rural Residential
Plan Area Boundary	Business- Old Town	Mixed Use 0.95	Rural Community
Residential- Single Family	Business- Professional Office	Mixed Use 0.60	Hillside Mountainous
Residential- Multiple Family (12)	Business- Retail	Planned Development	Open Space- Recreational
Residential- Multiple Family (16)	Business- Business Park	Public Facilities- Recreational	Open Space- Resource Protected
Residential- Multiple Family (20)	Business- Limited Intensity	Public Facilities- Institutional	



**PLANNING COMMISSION  
RESOLUTION NO. 2016-610**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF FILE NO. 140000011, A REQUEST FOR DEVELOPMENT OF A 77-ACRE VACANT PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011). THE PROPOSED PROJECT INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES (16.9% OF THE SITE); (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORY HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES (3.8% OF THE SITE); AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES (79.3% OF THE SITE) AS PERMANENT OPEN SPACE. DEVELOPMENT OF THIS PROJECT WOULD REQUIRE A SIGNIFICANT AMOUNT OF REMEDIAL GRADING TO RESHAPE THE LAND TO STABILIZE AN ANCIENT LANDSLIDE HAZARD AREA ON THE SOUTHERN PORTION OF THE SITE. REQUESTED PERMITS INCLUDE: GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, TENTATIVE TRACT MAP, DEVELOPMENT PLAN, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, OAK TREE PERMIT, AND SCENIC CORRIDOR PERMIT. THE PROJECT SITE IS CURRENTLY ZONED PLANNED DEVELOPMENT (PD); RESIDENTIAL-MULTIFAMILY, 20 UNITS PER ACRE (RMF (20)); OPEN SPACE-DEVELOPMENT RESTRICTED (OS-DR); AND IS WITHIN THE SCENIC CORRIDOR (-SC) OVERLAY ZONE.**

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

1. Agenda reports prepared by the Community Development Department.

2. Staff presentations at the public hearing held on March 16, 2016 and March 17, 2016 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, Calabasas 2030 General Plan, Las Virgenes Gateway Master Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. The Environmental Impact Report, inclusive of public comments and responses to comments.
7. All related documents received and/or submitted at or prior to the public hearing.

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

1. The applicant, The New Home Company, Inc., submitted an application for File No. 140000011 on January 7, 2014. Resubmittals of amended plans and technical documents followed on April 7, 2014, November 19, 2014, January 20, 2015, March 18, 2015, and July 9, 2015.
2. A Notice of Preparation was issued on January 28, 2015, and an EIR scoping meeting was held on February 18, 2015.
3. The Draft Environmental Impact Report was completed and made available for public review on July 10, 2015; the public review period ended on September 1, 2015, and comments received were responded to and incorporated into the Final Environmental Impact Report.
4. On April 20, 2015, the application was deemed complete and the applicant was so notified.
5. A noticed public hearing was held by the Planning Commission on March 16, 2016 and continuing through March 17, 2016.
6. Notice of the March 16 – 17, 2016 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.

7. Notice of the March 16 – 17, 2016 Planning Commission public hearing complied with the notice requirements set forth in Government Code Section 65009 (b)(2), and was mailed or delivered to property owners within 500 feet of the property as shown on the latest equalized assessment roll at least ten (10) days prior to the hearing, and was mailed or delivered to the project applicant at least twenty (20) days prior to the hearing.
8. The project site is currently zoned Planned Development (PD), Residential Multi-family (20 d.u. per acre) (RM(20)), and Open Space – Development Restricted (OS-DR).
9. The land use designations for the project site under the City's adopted General Plan are Planned Development, Residential Multi-Family (20 d.u. per acre), and Open Space – Resource Protection.
10. Properties surrounding the project site are zoned: Commercial Retail (CR) to the west and north; Residential Multi-family (12 units per acre) (RM(12)) to the southwest; and Open Space – Development Restricted (OS-DR) to the south and east. The corresponding General Plan land use designations, respectively, are: Business Retail (BR); Residential Multi-Family (RM); and Open Space – Resource Protection (RM-RP).

**Section 3.** In view of all of the evidence presented and based on the following findings and conclusions, the Planning Commission hereby recommends that the City Council certify the adequacy of the Final Environmental Impact Report (EIR), in accordance with CEQA Guidelines, Sections 15090 and 15091, and recommends that the Council adopt a statement of overriding considerations.

### **EIR CERTIFICATION**

Based upon the facts and information contained in the proposed Final Environmental Impact Report, together with all written and oral reports included for the environmental assessment for the application, the Planning Commission recommends that the City Council find that: (1) the Final Environmental Impact Report has been prepared in full compliance with the California Environmental Quality Act and the State CEQA Guidelines promulgated thereunder; (2) the Final Environmental Impact Report reflects the independent judgment and analysis of the City; and (3) this Commission has reviewed and considered the information contained in said Environmental Impact Report with regard to the project application, and has determined the analysis to be fully adequate.

### **ENVIRONMENTAL IMPACT REPORT FINDINGS**

- A. The Planning Commission acknowledges that pursuant to Section 15091 of the CEQA Guidelines, "No public agency shall approve or carry out a project for which an Environmental Impact Report has been certified which

identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation for the rationale for each finding.”

Because the Final EIR identifies a number of potentially significant environmental effects of the proposed project, the Planning Commission hereby recommends that the City Council adopt the Statement of Facts and Findings set forth below as required by Section 15091 of the CEQA Guidelines:

- i. Based on the analyses provided in the Initial Study and EIR prepared for this project, the project may cause potentially significant impacts in the area of “aesthetics”. Meanwhile, impacts to all other resource areas (Biological Resources, Greenhouse Gas Emissions, Land Use/Planning, Transportation/Traffic, Public Services, Air Quality, Geology/Soils, Hydrology/Water Quality, and Noise) would be less than significant, provided the appropriate mitigation measures are incorporated and implemented. Accordingly, mitigation measures have been incorporated into the project via the Mitigation Monitoring and Reporting Program (MMRP) attached as Attachment 1 to this Resolution to mitigate any potential impacts to levels that are less than significant.
- ii. The analysis of aesthetics in the EIR determined that the proposed project would substantially degrade the visual character of the site. Although the project is consistent with the Las Virgenes Gateway Master Plan, the Las Virgenes Corridor Design Plan, and the Scenic Corridor Guidelines, and would generally provide attractive residential and commercial development that is visually compatible with other development along Las Virgenes Road, 26 percent (20.4 acres) of the site would be graded for residential and commercial development and an additional 25 percent of the site (18.6 acres) would be graded to remove an existing landslide and continue to be preserved as open space, together with the remainder of the site. The resultant change in visual character would therefore be a significant and unavoidable impact. All feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the fullest extent feasible; further mitigation measures to minimize the project’s visual impact are not available, given the fact that any development of this site’s 16 developable acres would cause a substantial aesthetic impact.
- iii. The impact upon aesthetic resources is acknowledged, but the environmental, economic, and neighborhood compatibility benefits

of the proposed project to the community override that consideration. The most significant benefit of the proposed project is that it proposes development of a commercial and residential project that is far below (less than one-half) the density allowed by the General Plan, thereby achieving an intensity and range of land uses that will be substantially less impactful to area roadways. Additionally, where the General Plan allows up to 180 units of multi-family residential, the proposed project includes 67 detached single-family homes and four affordable units within two duplex buildings, which is far more compatible with the neighboring single-family residential community in terms of housing density, site design, building design and architecture. The project also provides a significant expected economic benefit to the community resulting from additional transient occupancy tax revenues to the City. Further, the project provides a substantial safety benefit to the community, particularly the adjacent existing residential community known as the Colony, by remediating an existing landslide.

- B. The Planning Commission hereby further recommends adoption of the **Mitigation Monitoring and Reporting Program** attached to this Resolution as Attachment 1.
- C. The Planning Commission finds that in considering the record as a whole, including the Initial Study and Final Environmental Impact Report for the project, there is evidence that the proposed project will have potential for an adverse impact upon aesthetic resources due to landform alterations and partial obstruction of views to the surrounding ridgelines, and that these impacts will remain significant even with incorporation of design measures and mitigation to reduce these impacts. Meanwhile, there is no evidence that the proposed project will have potential for an adverse impact upon wildlife resources or the habitat upon which wildlife depends. Consequently, based upon substantial evidence contained in the Final EIR for the project, the staff reports and exhibits, and the information provided to the Planning Commission during the public hearing, the Planning Commission hereby recommends that the City Council rebut the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.
- D. The foregoing findings and determinations, which reflect the independent analysis of the City of the matters in the record pertaining thereto and are the independent judgment of the City, are based on the information in the record, including but not limited to the findings set forth herein. The Planning Commission further finds that substantial evidence exists to support each of these findings.
- E. The Planning Commission hereby identifies that the location of records with respect to the Final EIR and other documents and materials

constituting the record of proceedings with respect to the certification of the Final EIR is the Community Development Department of the City of Calabasas, and that the custodian of records with respect to the Final EIR and other documents and material constituting the record of proceedings with respect to the certification of the Final EIR is the Director of Community Development of the City of Calabasas.

**Section 4.** In the event of a decision by the City Council to certify the adequacy of the EIR and approve the project, the Community Development Department staff shall prepare a Notice of Determination for the Final EIR consistent with State CEQA Guidelines Section 15094(b), and shall promptly file the Notice of Determination with the County Clerk of the County of Los Angeles.

**Section 5.** In view of all of the following evidence and findings, the Planning Commission concludes as follows in regards to the project development application:

#### **PROJECT FINDINGS**

Per section 17.76.050(A) of the Calabasas Municipal Code, the City Council may approve a **General Plan Amendment** provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan.*

For the reasons provided in the General Plan Consistency Table (within the Final EIR and hereby incorporated by reference), the proposed amendment of the General Plan land use map designation from Planned Development, Residential Multi-Family (20), and Open Space – Resource Protection to Business-Retail (B-R), Residential Multi-Family (20), and Open Space – Resource Protection (as shown in Attachment 2) is internally consistent with the General Plan, because it maintains the same mix of land uses for this site as specifically called out in the General Plan's Community Design Element. Additionally, the proposed amendment will not reduce the acreage of designated open space; it will retain the general shape and limits of the area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the land use designation map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Further, it will not eliminate any anticipated future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element. Furthermore, the amendment will allow for development of a new

commercial and residential community which conforms to the design requirements of the Las Virgenes Corridor Master Plan and integrates with the surrounding developed area. The design of the project complies with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, protection of open space, hillside grading, vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

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

Once the general plan amendment and zoning map amendment changes go into effect to allow for the proposed residential subdivision and commercial hotel to be built within the Residential Multi-Family and Commercial Retail zoning districts, the proposed development will conform to General Plan and Development Code standards specific to each of those project components, and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan, because the proposed project is less than half as dense as allowed for in the General Plan for this site. The amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

3. *The site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s).*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by

an abundance of California annual grasslands, coastal scrub, and oak woodland. The combined total acreage is clearly sufficient land area to accommodate the proposed project, and even after setting aside the planned 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. The General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square feet of commercial space.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary feasibility approval from, various agencies such as the Los Angeles County Fire Department, the Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based meeting the required standards of all the necessary review agencies.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

Per section 17.76.050(B) of the Calabasas Municipal Code, the City Council may approve a **Zoning Map Amendment**, provided that the following findings are made:

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus the addition of Development Plan overlay (as shown in Attachment 3). The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use, continuing the existing protection of these open space areas. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the zoning map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Consequently, because the open space area will remain largely unchanged and with no diminishment of territory, and based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR), this proposed zoning map amendment is consistent with the Calabasas 2030 General Plan. More specifically, the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The Ordinance amending the Zoning Map will not be effective unless and until the associated General Plan Amendment is adopted by City Council. Accordingly, if that Ordinance becomes effective, the proposed Zoning Map Amendment will be consistent with the General Plan as provided in that Amendment.

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus addition of Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use with no diminishment of territory. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, preserving all existing open-space acreage, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the zoning

map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Once the recommended General Plan Amendment and the Zoning Map Amendment recommended below go into effect, the development will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan. The Zoning Map amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by an abundance of native and non-native grasses, coastal sage and oak trees. The combined total acreage is clearly sufficient land area to accommodate the proposed project, and even after setting aside the planned 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. The General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square-feet of commercial space.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary plan approvals from various agencies such as the Los Angeles County Fire Department, the City of Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based upon meeting the required standards of all the necessary review agencies. Therefore, the proposed project meets this finding.

Section 17.41.040 of the Calabasas Municipal Code (CMC) states that the Planning Commission may approve, conditionally approve, or deny a proposed **Tentative Map**, provided that the following findings are made (per CMC 17.41.100):

1. *The Planning Commission may approve a tentative map only when the commission first finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General*

*Plan, and any applicable specific plan, and that none of the findings for disapproval can be made (see findings 3 and 4 below);*

The proposed subdivision, inclusive of the proposed 71-unit housing subdivision and the 120-room 4-story hotel, and together with the attendant roads, sidewalks, landscaped areas, clubhouse and pool, drainage facilities, and open space lands, is consistent with the City of Calabasas 2030 General Plan because the developed portion of the project will retain the general shape and limits of the development area envisioned in the General Plan, while also aligning with the contours of the land and maintaining the open space area at 61 acres. In particular, the proposed amendment to the land use designation and zoning map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Furthermore, based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR), this proposed tentative map is consistent with the Calabasas 2030 General Plan policies as discussed therein. This Tentative Tract Map is not effective unless and until the associated General Plan Amendment and Zone Map Amendment are adopted by the City Council. Accordingly, at such time the General Plan Amendment and Zone Map Amendment become effective, the proposed Tentative Tract Map will be consistent with the General Plan as provided in that Amendment. As a result, the proposed tentative map meets this finding.

2. *That in the interest of public health and safety, proposed road and intersection improvements associated with, or otherwise required, for the subdivision comply with the provisions of CMC 17.46.020;*

To provide access into and from the project site, and as necessary to handle increased traffic volumes, additional public street right-of-way will be dedicated along Las Virgenes Road and at the intersection of Las Virgenes Road and Agoura Road; and the project developer will construct and dedicate improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection. The proposed improvements are designed to ensure that the level of service on these two roads continues to meet or exceed the City's minimum level of service requirements, even after development of this project and other adjacent anticipated projects. The subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and parcels, and utilities

have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46. Furthermore, final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes. The proposed tentative map therefore complies with the provisions of CMC Section 17.46.020.

3. *The proposed tentative map shall be denied if the Planning Commission makes any of the following findings:*
- a. *The proposed subdivision, including its design and improvements, is not consistent with the General Plan, or any applicable specific plan;*
  - b. *The site is not physically suitable for the type or density of the proposed development;*
  - c. *The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or injure fish or wildlife or their habitat;*
  - d. *The design of the subdivision or type of improvements is likely to cause serious public health problems;*
  - e. *The design of the subdivision or the type of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision;*
  - f. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board; or,*
  - g. *The proposed subdivision is not consistent with all applicable provisions of this development code, the Municipal Code, or the Subdivision Map Act.*

For the following reasons, the above listed findings for denial of the proposed tract map cannot be made:

- a. Upon adoption of the proposed General Plan and Zoning Map amendments, the proposed subdivision, including its design and improvements, will be consistent with the Calabasas 2030 General Plan and with the Las Virgenes Gateway Master Plan, for reasons previously stated within this Resolution;
- b. The site is physically suitable for the type and density of the proposed development, as stated elsewhere within this Resolution;
- c. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or injure fish or wildlife or their

habitat, as is determined within the Final EIR for the project and as stated elsewhere within this Resolution, and required mitigation measures will reduce potential impacts to less than significant levels;

- d. The design of the subdivision and type of improvements is not likely to cause serious public health problems. After analysis of the proposed project development and operation, it has been determined that with the implementation of mitigation measures, no significant impacts from noise, vibration, dust, pollutant emissions, safety hazards, or hazardous materials will occur. Additionally, the project will remediate an existing unsafe condition caused by an on-site landslide. Therefore, the above finding cannot be made.
  - e. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision because no roadways or easements exist to accommodate public access through the subject property except for an approximately 790-foot segment of the New Millennium Trail in the southeast corner of the property. The applicant intends to dedicate a trail easement over to the National Park Service, a conservancy, or another not-for-profit entity willing to take responsibility. Furthermore, the project is conditioned to require the applicant to make an irrevocable offer to dedicate the trail easement.
  - f. The discharge of sewage from the proposed subdivision into the community sewer system would not result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board because the entire project will be served by a sanitary sewer system to be connected to existing sewer main located along the property frontage; the project is substantially below the intensity of use (and projected sewage volumes) envisioned within the General Plan; and the Las Virgenes Municipal Water District has tentatively approved the project plans.
  - g. The proposed subdivision is consistent with all applicable provisions of this development code, the Municipal Code, and the Subdivision Map Act for reasons stated elsewhere within this Resolution and because the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46.
4. *The proposed tentative map may be denied if the Planning Commission, or City Council if applicable, makes any of the following findings:*
- a. *The tentative map is not in conformity with accepted planning or engineering standards;*
  - b. *The environmental, public services or facilities costs to the city taxpayers outweigh the advantages created by the proposed subdivision;*

- c. *The proposed development is not compatible with the character of the neighborhood;*
- d. *The proposed development is in an area not desirable for the intensive use proposed; or,*
- e. *A preliminary soils report or geologic hazard report indicates adverse soil or geologic conditions and the subdivider has failed to provide sufficient information, to the satisfaction of the City Engineer, Planning Commission, or City Council, that the conditions can be corrected in the plan for development.*

For the following reasons the above listed findings for denial of the proposed tract map cannot be made:

- a. The subdivider will dedicate additional public street right-of-way and make improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection as necessary to handle increased traffic volumes; the subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and parcels, and utilities have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46; final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes.
- b. The environmental impacts associated with the proposed subdivision, as documented in the project EIR, will be mitigated to levels below significance, with the only exception being aesthetic impacts related to public views from the Las Virgenes Road scenic corridor, for which a Statement of Overriding Considerations is included within this Resolution. Also, public services costs for development of the project and for on-going operations and occupation of the constructed housing units and hotel will be borne by the owners, inhabitants, and visitors of those uses and facilities, and will not be a burden to the current city taxpayers.
- c. The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging

in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and the sizes of the proposed two-story homes will likewise be similar to the sizes of the two-story homes found on the adjacent property. Meanwhile, the hotel component of the project will be located along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash. The 101 Freeway interchange is within 600 feet, and the nearest existing residential housing unit is approximately 350 feet away. Meanwhile, tax revenues to the City from the project, following its completion, are expected to be substantial, largely due to transient occupancy tax receipts expected from the hotel component of the project. Accordingly, the project, inclusive of all proposed uses and intensities of use, is located in an area for which it is both appropriate and desirable, and the project as proposed is compatible with the character of the existing mixed residential and commercial neighborhood.

- d. The proposed project would place a commercial use (the proposed hotel) in the same area where the General Plan currently allows up to 155,000 square-feet of commercial development. Similarly, the proposed project would place 71 residential units, in the same area where the General Plan currently allows 180 residential units. Therefore, the proposal is significantly less intense than what is anticipated by the General Plan and current provided for by the General Plan for this area.
- e. The soils and geological conditions reports (included in the project EIR appendix) indicate that an ancient landslide exists along the north-facing slope of the hillside located along the property's southern boundary. The project is designed and engineered around a comprehensive remediation of the slide, which requires over-excavation of the slide material, followed by replacement of the material into an engineered and compacted slope with appropriate storm-water collection and conveyance improvements. The reports and plans have been reviewed and preliminarily approved by the City Engineer, and are discussed at length in the project EIR.

Section 17.62.070 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Development Plan** provided that the following findings are made:

1. *The proposed use is permitted or conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended below are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in part because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project does not meet this finding.

3. *The approval of the development plan for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The location, design, scale and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile, the hotel component of the project will be located approximately 350 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the existing mixed residential and commercial neighborhood.

The clustered-style development proposed by the project, and as requested by the Development Plan, results in a product that is highly compatible with the existing community, far superior in terms of density than the alternative (allowable density in General Plan), and respectful of 61 acres of open space that are protected by the General Plan now and will be permanently protected via a deed restriction as part of this project.

Furthermore, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future anticipated projects in the vicinity will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections. As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

Section 17.62.050(D) of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Scenic Corridor Permit** provided that the following findings are made:

1. *The proposed project design complies with the scenic corridor development guidelines adopted by the council;*

The proposed grading and the addition of buildings on this site would change the visual character of the scenic corridor; however, the design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

2. *The proposed project incorporates design measures to ensure maximum compatibility with and enhancement of the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project.

The project includes outdoor lighting, which for the already developed and heavily traveled Las Virgenes Road corridor is not entirely new or out of character. Meanwhile the project lighting will also carry on into and

throughout the subdivision and would introduce nighttime light into an area that is generally not illuminated today. Conceptual photometric plans have been prepared for the project, and staff review has determined that the plans comply with the requirements of the City's Dark Skies Ordinance to prevent light trespass and limit sky glow. Additionally, lighting will be limited to only the developed portion of the property, leaving approximately 80% of the site in its natural state with no lighting whatsoever. Therefore the proposed project meets this finding.

3. *The proposed project is within an urban scenic corridor designated by the General Plan, and includes adequate design and landscaping, which serves to enhance and beautify the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. The project also includes a densely landscaped berm along Las Virgenes Road that screens views of the proposed hotel. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

4. *The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping of the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the

type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 square-feet, and occupy exclusive use areas averaging 4,740 square-feet, while the proposed home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

Site grading will be substantial due to the need to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not anticipated to result in the export of any soil from the project site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

Section 17.62.060 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Conditional Use Permit** provided that the following findings are made:

1. *That the proposed use is conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

The project requires a CUP for two proposed uses: (1) the residential clubhouse facility; and (2) the hotel.

The proposed residential clubhouse facility is a conditionally allowed use in the RM(20) zoning district. The proposed residential clubhouse is categorized as a "neighborhood community center". These clubhouse-type facilities are common among gated residential communities. The proposed clubhouse is fairly small and accommodates only a clubroom, restrooms, and an outdoor pool. Use of this facility would be limited exclusively to residents and their guests. Additionally, for-profit commercial activity will be prohibited.

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. With the approval of the requested General Plan and zoning map amendments, the proposed hotel will be conditionally allowable on site. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended below are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

Although portions of the proposed project are consistent with the General Plan, a General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed project as a whole. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the

project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended below is approved, the proposed project meets this finding. If the General Plan Amendment recommended below is not approved, the proposed project does not meet this finding.

3. *The approval of the conditional use permit for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The location and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision, within which the clubhouse facility is located, will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile,

the hotel component of the project will be located approximately 350 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the neighborhood.

The clustered-style development proposed by the project results in a product that is highly compatible with the existing surrounding community, and far superior in terms of density than the alternative (the project seeks to develop less than one-half the allowable density in General Plan). Furthermore, 61 acres of open space that will be permanently protected as part of this project.

Finally, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future projects will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections.

As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

Section 17.32.010 of the Calabasas Municipal Code (CMC) allows the review authority to approve an **Oak Tree Permit** provided that the following findings are made:

- 1. The request to remove an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the subject property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project's oak tree report identifies 198 oak trees on-site, of which 145 would not be affected by the proposed project. Implementation of the project would result in the removal of 39 oak trees, 18 of which are heritage oaks. Twenty-two (22) of the 39 removals are the direct consequence of remedial grading for the landslide repair. Because development of any intensity on this site requires remediation of the ancient landslide, the grading required for remediation of the landslide, in turn, results in the removal of twenty-two (22) oak trees. The removal of the additional seventeen (17) oak trees is the result of grading for the entry-street, construction of the eastern debris basin and drainage structure, excavation of the slope behind the hotel,

and non-remedial grading outside of the landslide repair areas, all of which are necessary for development of the site.

Per the project's Oak Tree Mitigation Plan, 410 oak trees are proposed to be planted as impact mitigation on the graded slopes, at prominently visible locations along Las Virgenes Road, and within the areas designated for biological habitat mitigation. Twenty-four of these oaks would be specimen oak trees (60-inch box trees or larger), which would be planted near the entrance to the project site on Las Virgenes Road. Per Mitigation Measure BIO-6, a City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. Therefore, the proposed project meets this finding.

2. *The request to alter or encroach within the protected zone of an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. In addition, such alterations and encroachments can be performed without significant long-term adverse impacts to the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project Oak Tree Report identified 198 oak trees on-site, and implementation of the project would result in the encroachment into the protected zones of 14 oak trees. Encroachments would occur at the edges of the manufactured slopes proposed around the building pads, debris basin, and for the landslide remediation. Encroachment would include grade changes within the protected zone of the tree and canopy and/or possible root pruning. These encroachments are necessary for development of the site and to repair the landslide. Therefore, the proposed encroachments are warranted to enable reasonable and conforming use of the subject property.

The Oak Tree Report indicates that the encroachment activities involving the on-site oak trees would not result in significant long-term adverse impacts to the trees. This conclusion has been confirmed by the City's environmental consultant. To further ensure that adverse impacts to the trees are minimized, the applicant shall comply with all of the Oak Tree Report recommendations, all of which have been incorporated into the Conditions of Approval for this Resolution. Therefore, the proposed project meets this finding.

Section 17.62.020 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Site Plan Review Permit** provided that the following findings are made:

1. *The proposed project complies with all applicable provisions of this Development Code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended herein are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project would not meet this finding.

2. *The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that states that B-BP uses should provide employment opportunities and a net positive income stream to the City. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff,

control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, provided that the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project would not meet this finding.

The project is also required to comply with the requirements set forth in Section 17.20.150 (Hillside and Ridgeline Development) of the CMC. The project achieves the purposes of the City's Hillside ordinance by including the use of landscape and sloped rooflines in order to complement the contours of the dominant ridgelines, and the use of plantings along the street-facing slopes of development to screen and soften the building architecture. Also, the more substantial retaining walls have been situated behind buildings and toward the rear of the project development area where the walls are screened from public view. Therefore, based on the preceding, and upon the Scenic Corridor Permit findings provided within this resolution, the proposed project meets this finding.

3. *The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres, as provided for in the Housing Element, and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 s.f. and occupy exclusive use areas averaging 4,740 square-feet, while the proposed home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the

project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Site grading will be substantial due to a requirement to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not expected result in any export or import of soil to or from the site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

5. *The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features;*

The project will occupy approximately 16 acres of previously disturbed lands (characterized by previously graded pads, improved roads, two large debris basins, channelized drains and ditches, and heavily grazed hillsides) as part of a much larger 77-acre property. The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory

facilities, and 61 acres of open space), is 50% less dense than what is allowed on this site by the General Plan. By limiting the development to a pre-established 16-acre area, the project proposes to confirm the General Plan's existing protection for the 61 acres of open space by permanently preserving via a deed restriction of the 61 acres as protected open space. Clustering of residential units, as proposed by the project, was anticipated by the General Plan. Therefore, the proposed project meets this finding.

6. *The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.*

Proposed project development is concentrated on significantly disturbed portions of the 77-acre property, in the westernmost quadrant, close to Las Virgenes Road (an arterial roadway carrying more than 30,000 vehicles per day, and fronted by a wide range of highway-oriented commercial businesses in close proximity). This approach clusters the proposed housing and hotel in the least intrusive portions of the property – away from steep hillsides, sensitive vegetation, riparian and wetland areas, and wildlife habitat areas. Although substantial additional site disturbance will result from the proposed project due to the need to remediate the ancient landslide area (the slide must be over-excavated and then re-formed and re-compacted, thereby improving public safety), more than 79% of the property will be maintained as open space area, of which 38.87 acres (50% of the property) will remain entirely undisturbed even during construction.

The addition of buildings to this currently graded site would change the existing visual character of the site; however, the design guidelines, recommendations, and requirements set forth in the Scenic Corridor Development Guidelines have been incorporated into the project design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

**Section 6. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission approves File No. 14000011 subject to the following agreements and conditions:**

## **I. INDEMNIFICATION AGREEMENT**

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to the approval of this File No. 140000011, including the City's adoption of the requested General Plan amendments, Zoning Map amendments and all other requested permits, or any other activities conducted pursuant to this File No. 140000011. Accordingly, to the fullest extent permitted by law, The New Home Company shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this File No. 140000011, or the activities conducted pursuant to this File No. 140000011. The New Home Company shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

## **II. CONDITIONS OF APPROVAL**

### **Community Development Department/Planning**

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division, dated July 9, 2015.
2. All project conditions shall be imprinted on the title sheet(s) of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors.
3. The project approved herein is depicted on those sets of drawings, elevations, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff will be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.

Prior to issuance of grading or building permits, plans shall be reviewed and approved by the Department of Community Development to ensure compliance

with the plans approved by the Planning Commission and City Council. The plans shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.

4. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
5. This grant shall not be effective for any purposes until after the applicant, or its successors, and the owner of the property involved (if other than the applicant) have recorded this resolution with the Los Angeles County Recorder's Office, and a certified copy of the recorded document is filed with the Community Development Department.
6. Per the discretion provided in Section 17.64.050 of the CMC, this approval shall be valid for five (5) years and eleven days from the date the associated Zoning Map Amendment goes into effect per the adopted City Council Ordinance. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.
7. Prior to the issuance of a grading or building permit, the applicant shall submit a complete final landscaping design and documentation package consistent with Chapter 17.26 of the Calabasas Municipal Code and the California Model Water Efficient Landscape Ordinance, to the Community Development Director for review and approval.
8. This project meets the threshold for state-mandated water-efficient landscaping. Accordingly, the final landscape plans (inclusive of planting and hardscape plans, the planting pallet, drainage plan, and irrigation system plan(s) and specifications), shall be reviewed by Community Development Department staff for conformance with the standards and requirements specified within the 2015 California Model Water Efficient Landscape Ordinance (MWELo) prior to the issuance of a building permit. No certificate of occupancy shall be issued until such plans have been deemed compliant with the MWELo and the landscaping has been installed per such approved MWELo-compliant plans to the satisfaction of the Director of Community Development or his/her designee.
9. All planting within the traffic visibility area will comply with Section 17.26.040(B)(2)(a)(i) of the CMC and shall not exceed 42" in height, as determined by the Public Works Director.
10. All areas outside of the community landscape areas that are disturbed by grading will be restored to an enhanced native condition.

11. All ground equipment is required to be fully screened from view except as prohibited by applicable law. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
12. All exterior lights are subject to the guidelines set forth in the City's Dark Skies Ordinance (Chapter 17.27 of the Land Use and Development Code).
13. Applicant and/or property owner shall provide permanent art work to fulfill the Art in Public Places requirement or pay an in lieu fee of 1% of the building valuation or the maximum fee of \$150,000 as dictated in the CMC Section 17.24.020(B), the artwork shall be installed or the fee paid prior to the issuance of a Certificate of Occupancy.
14. Signage shall be subject to a sign program and Minor Scenic Corridor permit, which shall be submitted under a separate application and brought to the Planning Commission for review and consideration at a later date. All signage shall comply with the requirements of Section 17.30 of the CMC and be designed per the guidelines in. In addition to commercial signage for the hotel, the sign program shall include all signs that are required as a condition of approval in this resolution.
15. Prior to the issuance of a Certificate of Occupancy, the applicant shall demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code to the satisfaction of the Community Development Director. Compliance shall consist of achieving the equivalent of a "silver" rating (at a minimum) using the LEED (Leadership in Energy and Environmental Design) rating system version 2.0 developed by the United States Green Building Council for non-residential use components.
16. To demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code, the applicant shall submit two documentation packages to the Community Development Department for review in the following manner:
  - a. Prior to issuance of a building or grading permit, the applicant shall submit to the Building & Safety Division a documentation package documenting compliance with all design-related credits being sought. Review and approval of the documentation package is required prior to issuance of a building and grading permit. On a case by case basis, the Director may defer this submittal requirement until a later date for the following reasons: 1) If the applicant can demonstrate through the submittal of a contract that the project team includes a LEED Accredited Professional, 2) if the project team can demonstrate experience with completed development of at least one LEED rated project in California, and/or 3) the project is seeking a LEED "gold" rating or higher.

- b. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit a final documentation package to the Department of Building and Safety that documents compliance with all remaining undocumented LEED credits. Review and approval of the final documentation package is required prior to the issuance of a Certificate of Occupancy.
17. All exterior colors and materials used for construction of the project shall be in substantial conformance with the approved materials and colors palette.
18. Prior to commencement of construction, all necessary grading and building permits must be obtained from the department of Public Works and the Building and Safety Division, respectively.
19. The project must comply with the building standards in effect at the time of submittal to Building & Safety Division for plan review.
20. The project is located within a designated Very High Fire Hazard Severity Zone. The requirements of the Fire Code applicable at the time of Building and Safety Division plan review must be incorporated into all plans.
21. The applicant shall provide the construction contractor(s) and each subcontractor related to the project a copy of the final project Conditions of Approval. The applicant and the City agree that these conditions shall be enforceable through all legal and equitable remedies, including the imposition of fines against each and every person who conducts any activity on behalf of the applicant on or near the project site. The applicant, property owner, and general construction contractor are ultimately responsible for all actions or omissions of a subcontractor.
22. The applicant shall implement all required mitigation measures identified in the Mitigation Monitoring and Reporting Program of the Final EIR, attached as Attachment 1 to this Resolution.
23. The applicant shall retain a qualified environmental consultant to monitor construction activities for compliance with the mitigation measures in the Final EIR. Within 90 days of completion of the project, the applicant shall submit documentation prepared by the consultant that verifies compliance with the mitigation measures in the Final EIR.
24. Prior to issuance of grading permits, the applicant shall submit copies of all approved permits from all other Federal, State, and Local agencies with approval authority over the project. These agencies include, but are not limited to the US Army Corps of Engineers, Regional Water Quality Control Board, Las Virgenes Municipal Water District, the California Department of Fish and Wildlife, Los Angeles County Fire Department, and Los Angeles County Public Works. If no

permit is required from any of these agencies, the applicant shall submit copies of correspondence from those agencies stating that fact.

25. Violations of any of the conditions of this permit shall be cause for revocation and termination of all rights thereunder, pending review and consideration at a public hearing by the City Council.
26. Prior to issuance of Final Certificate of Occupancy, all conditions of approval and mitigation measures shall be completed to the satisfaction of the Director of Community Development.
27. The applicant shall comply with the City's Quimby requirements as outlined in the Calabasas Municipal Code, prior to the issuance of Final Map Recordation and to the satisfaction of the Community Development Director. The applicant may either pay in-lieu fees or dedicate vacant land to the City.
28. Prior to final map approval, the developer will be required to comply with the provisions of Section 17.20.150(B)(28)(a, b, and c) of the CMC related to maintenance of manufactured slopes.
29. The Home Owners Association's Conditions, Covenants, & Restriction's for the project shall be reviewed and approved by the City Attorney prior to recordation.
30. The future Home Owners Association's Conditions, Covenants, & Restriction's shall clarify what accessory structures may or may not be constructed in yard areas.
31. The clubhouse shall be restricted to use by residents and their guests. For-profit commercial uses are prohibited within the clubhouse.
32. Per Section 17.22.030(B)(2) of the CMC, the rental or sale of the four affordable housing units shall be limited to households of very low income (50% of County Median Income).
33. Per Section 17.22.040(E) of the CMC, the developer is required to pay the commercial affordable housing impact fee prior to building permit issuance.
34. The developer is required to pay all other impact fees, including school fees, prior to issuance of building permits.
35. Per Section 17.34.020(C)(6) of the CMC, all streets within the proposed subdivision shall be named and names shall be approved by the City.
36. Per Section 8.34.050(A) and (C) of the CMC, upon no later than seventy-two (72) hours of notice from the City Community Development Department, the property owner shall remove or otherwise abate from the site any graffiti.

37. The applicant shall be responsible for costs associated with City reviews of technical reports submitted for final project approvals.
38. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future development by recordation of a deed restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&R) or by a recordation of a conservation easement, irrevocable offer to dedicate a conservation easement, or similar instrument that ensures the permanent protection of these 61 acres of open space. Whatever instrument is used shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit and must be approved as to form by the City Attorney before recordation.
39. All proposed improvements shall remain within the tract boundary, the existing right-of-way, or the 20-foot easement for public road purposes on APN: 2069020016.
40. Construction Activities - Hours of construction activity shall be limited to:
- i. 7:00 a.m. to 5:00 p.m., Monday through Friday
  - ii. 8:00 a.m. to 5:00 p.m., Saturday

Stacking of construction worker vehicles, prior to 7:00 a.m. in the morning will be restricted to areas that do not adversely affect adjacent property owners. No vehicles involved in construction of this project shall block the roadway at any time. The applicant or its successors shall notify the director of Public Works of the construction employee parking locations, prior to commencement of construction.

#### **Community Development Department/OakTree**

41. The applicant and property owner shall adhere to the specific recommendations contained within the Oak Tree Report, and all provisions of the Oak Tree Ordinance and policies of the City of Calabasas.
42. Plant replacement oak trees onsite to replace each inch of tree trunk diameter removed at a 1:1 ratio. Replacement may include a combination of replanting and payment of an in-lieu fee (to be determined) to the City's Oak Tree Mitigation Fund.
43. Replacement trees shall be planted onsite in the areas proposed for open space and/or in the restoration areas of the project that exhibit conditions favorable for

oak growth. If this is not feasible, then the oaks may be planted on a city-approved off-site property, as detailed in a mitigation agreement.

44. The applicant shall be responsible for the monitoring and maintenance of the mitigation oaks and relocated trees (if any) for a minimum of five years. If any replacement or relocated tree(s) die during the five-year period, the applicant shall plant new replacement trees and the five-year monitoring period shall begin again from the date of planting for the replacement oak.
45. Monitoring intervals will be determined by the project's Oak Tree Consultant (Consulting Arborist) based on site conditions.
46. Following construction, monitoring will be conducted at least at quarterly intervals for the first three years, and will continue bi-annually for the next two years, or more if warranted.
47. Monitoring of trees to be relocated (if any) will commence at least three months prior to any encroachment or grading activities so as to provide important baseline information used to assess the changes in the tree following transplantation. Success criteria for replacement and relocation trees will be based on the success standards set forth in Section VIII.10 of the Oak Tree Preservation and Protection Guidelines.
48. Unless waived by the City, a refundable security deposit, in an equal amount to the PRC value of the removal trees, including the cost of planting and possible replacement, shall be deposited in trust (e.g. a performance bond or similar instrument) with the City of Calabasas (prior to the issuance of the grading permit) to guarantee the implementation of successful replacement. The deposit shall be refunded upon satisfactory completion of the mitigation requirements at the conclusion of the 5-year monitoring period.
49. A mitigation planting plan shall be prepared and submitted for approval City prior to project commencement (i.e., grading permit). If oaks are to be relocated, the plan shall include a relocation feasibility report prepared by an oak relocation specialist.
50. The applicant shall be responsible for notifying the City's Oak Tree Specialist and the project's Consulting Arborist of any changes in the scope of the work and shall insure that all work is performed in accordance with applicable ordinances, permits and procedures. Work performed within the protected zones of the trees shall be preceded by not less than 48-hours' notice of same to the City's Oak Tree Specialist and the project's Consulting Arborist.
51. Grading or trenching work in the protected zone of the trees approved for encroachment must be done using hand implements only; the use of mechanized

tools or equipment is prohibited except where absolutely necessary AND pre-approved by the City and the project's Consulting Arborist.

52. All work conducted within the protected zone of the oak trees shall be performed in the presence of the project's Consulting Arborist. The protected zone shall commence from a point five (5) feet outside of the dripline and extend inwards to the trunk of the tree. In no case shall the protected zone be less than fifteen (15) feet from the trunk of an oak tree. For trees with a DBH of 24 inches or greater, in no case shall the protected zone be less than fifty (50) feet from the trunk of the oak tree. Monitoring of the work by a consulting arborist is subject to inspection and approval by the City's Oak Tree Specialist and shall not relieve the Contractor of the obligation to fulfill all of these conditions.
53. Where absolutely necessary and as approved by the City's Oak Tree Specialist, limited mechanized equipment may be used as follows: a rubber-tired excavator or larger mechanized equipment may be set up outside of the protected zone of the trees and can reach in under the canopies to avoid damage to the overhanging limbs. When pre-approved, other equipment may be used within the protected zone of trees that have been approved for such encroachment in the Oak Tree Permit. Placement of anti-compaction material prior to protected zone access by equipment may be required.
54. All roots pruned shall consist of clean, 90-degree angle cuts and shall not be sealed unless directed by the monitoring Consulting Arborist or the City's Oak Tree Specialist. Major roots (2" or greater in diameter) that must be removed should be cut back to the nearest lateral root where feasible.
55. Removal of the natural leaf mulch within the protected zone of the project oak trees is prohibited except where absolutely necessary for encroachment.
56. Upon completion of the work associated with each oak tree approved for encroachment, a four to six-inch layer of certified mulch shall be placed within the protected zone. Where feasible, the native leaf litter should be retained and used as the mulching material.
57. Any canopy pruning for structural or clearance purposes, including dead-wooding, shall be performed by, or under the direction of, a Certified Arborist in compliance with the latest ANSO pruning standards. Smaller limbs should be tied back out of the way to avoid unnecessary pruning for equipment clearance.
58. Equipment, materials, and vehicles shall not be stored, parked or operated within the protected zone of an oak tree, except on an already improved road base for work that is being performed with encroachment approval.

59. Prior to commencement of grading operations, the applicant or his representative shall provide the City with a copy of the protective fencing plan for the oak trees to be preserved onsite.
60. A minimum five (5) foot high chain link fence in concrete footings with posts installed every eight (8) feet and two (2) feet deep into the natural grade will be required to be installed at the outermost edge of the protected zone plus five (5) feet of each oak tree or group of trees. Fencing shall be no closer than 15 feet to the trunk of any protected tree. Exceptions to this policy may occur in cases where oak trees are located on slopes that will not be grubbed or graded, are located in areas where there is no activity planned, or when oaks are approved for encroachment.
61. When oaks are approved for encroachment, the chain link fencing should be placed in such a manner as to afford the tree the maximum amount of protection while allowing for the encroachment. As a visual barrier to contractors, orange snow-fencing or other temporary fencing should be used at the edge of the protected zone while work is not being performed. Such temporary fencing shall be illustrated on the oak tree fencing plan, should be posted with signage that directs contractors to contact the project's Consulting Arborist when work is to be performed in the protected zone, and should remain in place when work is not actively taking place in the protected zone until the encroachment is completed.
62. All work conducted within the protected zone of the oak trees shall be verified by the City's oak tree consultant at the conclusion of the project. A certification letter is required for all work conducted upon oak trees and shall be submitted within 10 working days after completion of work certifying that all of the work was conducted in accordance with the appropriate permits and the requirements of the Calabasas oak tree protection guidelines.
63. Where chain link fencing is required, signs (minimum 2'x2') must be installed on the fence in four equidistant locations around the tree and must contain the following statement: **WARNING - THIS FENCE IS FOR THE PROTECTION OF THIS TREE AND SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF CALABASAS.**
64. Fences shall remain in place throughout the entire demolition, grubbing, grading, and construction period and may not be removed without obtaining written authorization from the City.
65. Trees that have had their roots or limbs pruned for grading purposes will be monitored at least at quarterly intervals for the first three years following construction, and will continue bi-annually for the next two years, or more if warranted. If an encroached oak tree should fail as a result of the proposed project during the five-year monitoring period, then the tree shall be replaced according to the standards described in this report.

66. Within ten (10) days of the completion of work, the applicant's oak tree consultant shall submit written certification to the Planning Division. The certification shall describe all work performed and shall certify that such work was performed in accordance with the above permit conditions. If any work was performed in a manner not in conformance with these conditions of approval then the applicant's oak tree consultant shall identify the instance or instances of a deviation to any of these conditions.

## **Public Works Department/Engineering**

### **STREET IMPROVEMENTS**

67. The applicant shall install mailboxes and posts per City standards and United States Postal service requirements. The applicant shall provide a letter from U.S. Postal Service securing mailbox location approval prior to installation.
68. Prior to any work being performed within the City right-of-way, the applicant shall obtain an encroachment permit from the Public Works Department.
69. The applicant shall provide plans and details of the project frontage and related street improvements including, but not limited to curb and gutter, sidewalk and driveway to the satisfaction of the City Engineer. Details shall be coordinated with the Planning Division of the Community Development Department, County of Los Angeles Fire Department, the City Landscape Maintenance District (LMD), and the Traffic Division of the Public Works Department.
70. The applicant shall provide plans and details of the new private street (Street "A") and all interior roadways for City review. The new roadways shall comply with the Los Angeles County Department of Public Works standards and requirements.
71. The project access driveways intersecting the new street shall be designed in compliance with the City's driveway and site access policy as set forth in the City Municipal Code, and also in a manner that will allow full conformance with American's with Disabilities Act. The horizontal and vertical alignment for the project's access driveway shall satisfy requirements of the County of Los Angeles Fire Department and the City Engineer.
72. The applicant shall provide line of sight analyses for the project access driveways onto the private street relative to adjacent road alignment and proposed landscape, graded slopes, walls and utility features to insure adequate sight distance will be provided by the project design.
73. Prior to the Issuance of a Grading Permit, the applicant shall provide a horizontal and vertical alignment for the project's interior streets and access driveways, to the satisfaction of the County of Los Angeles Fire Department and the City Engineer.

74. All pavement structural sections shall be designed by the project Geotechnical Engineer/Consultant and Engineering Geologist and submitted in conjunction with the final soils report for review and approval by the Public Works Department.
75. The applicant shall be responsible for maintenance and repairs of all proposed public street improvements until final acceptance by the City Council.
76. The Right-of-way width of Las Virgenes Road adjacent to Canyon Oaks property and project site should be consistent to the width outlined in the Las Virgenes Road Corridor Design Plan.
77. Applicant shall provide for street improvements for Las Virgenes Road per the adopted Las Virgenes Road Corridor Design Plan and Public Works Department pedestrian circulation requirements along the project frontage. The improvements will include but not be limited to provision for a Class II bike lane, sidewalk, additional pavement and curb and gutter on Las Virgenes Road. The overall proposed curb radius, bike lane and sidewalk width and curb alignment of the roadway improvements fronting the project must be consistent with those recommended in the Las Virgenes Road Corridor Design Plan. To avoid project conflicts, the City Engineer must approve the roadway improvements design prior to the applicant receiving project design approval. Off-site road improvement plans shall be approved and permitted for construction prior to issuance of a grading permit for the on-site improvements.
78. The applicant shall implement all recommended improvements/modifications per the approved project Traffic Study to the satisfaction of the City Engineer. A signal modification/improvement and restriping of Las Virgenes Road and Agoura Road intersection will be required. Traffic Signal Improvements and Offsite Striping plans shall be approved and permitted for construction prior to issuance of grading permit for the on-site improvements.
79. The applicant shall provide a guarantee for the installation of required street improvements in the form of labor and material and faithful performance bonds or similar security(ies). The required type of bonds/securities and amounts shall be determined by the City Engineer.
80. The roadway improvement striping plans are required to delineate the existing conditions for a distance of up to 500 feet beyond project boundaries to match the current roadway configuration or as directed by the City Engineer.
81. The applicant shall provide and install street name signs prior to occupancy of buildings.

## **MAPPING AND RELATED DOCUMENTS**

82. The applicant shall have a Tract Map prepared for the project. Such map shall be prepared by a Registered Land Surveyor, licensed to practice in the State of California, or a Registered Civil Engineer, whose status allows him to practice land surveying, licensed in the State of California.
83. The Tract Map shall contain a title sheet that includes provisions for signatures of parties required to appear on the map, including, but not limited to, those listed in the Preliminary Subdivision Report. In addition, the cover sheet shall contain provisions for the signature of the City Surveyor, City Engineer, and the Community Development Director of the City of Calabasas.
84. The Tract Map shall contain a plat which reflects the lot boundaries, parcel and property lines, easements of record, any new easements proposed (which are intended to be conveyed by the final map), a metes and bounds legal description, basis of bearings, data tables and other pertinent data.
85. The final map shall be recommended for approval by the Public Works and Community Development Departments and approved by the City Council of the City of Calabasas.
86. The approved final map shall be recorded with the County of Los Angeles prior to the issuance of a Building Permit by the Community Development Department.
87. The applicant shall provide a current copy of the preliminary title report, prepared within the last 6 months, for the subject property.
88. The applicant's engineer shall plot all referenced easements on the site plans, grading plans and final map.
89. In order to assure that the proposed common area (including, without limitation, any and all private recreational facilities, private open areas, private ways, private NPDES storm water improvements, and private parking) within the subdivision will be properly and adequately maintained, the subdivider shall record with the Los Angeles County Recorder, at the time of recordation of final map, a Declaration of Covenants, Conditions and Restrictions (CC&R's) in a form approved by the City Attorney and legally effective to run with the land.

#### **GRADING AND GEOTECHNICAL**

90. The applicant shall submit a precise grading plan prepared by a Registered Civil Engineer for approval by the Public Works Department. The plans shall be prepared on Public Works standard sheets and shall address the specific grading, drainage, and geotechnical design parameters for design the proposed construction. The plans should include, but not limited to: specific elevation grades, keyways, subdrains, limits of removals, retaining walls callouts every 25 to 50 feet, and other information necessary to establish in detail the horizontal

and vertical geometric design. The plans shall reference the approved geotechnical report, and reflect cut, fill, compaction, over-excavation requirements contained therein. The plans shall reflect all proposed drainage facilities, including storm drains, area drains, catch basins/inlets, swales, and other drainage devices necessary for the interception, conveyance and disposal of on-site and offsite drainage consistent with the project drainage report. The plan should include all laterals and utility lines including sewers and water lines.

91. The applicant shall submit a detailed geotechnical report prepared by a Geotechnical Engineer/Engineering Geologist. The geotechnical report must specifically address the proposed improvement including engineering calculations for all graded slopes, foundations, retaining walls, temporary excavations and other aspects as required by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements. The reports should be in accordance with the County of Los Angeles standards and the Public Works Department requirements.
92. Per conclusions and recommendations of the Geotechnical Feasibility Studies dated January 15, 2015, the applicant shall perform additional detail geologic and geotechnical study for the project as 100-scale and 40-scale plans are prepared.
93. All slopes shall be 2:1 (horizontal to vertical) or less, and in accordance with the approved geotechnical studies.
94. All other requirements, notes and regulations arising from plan review as determined necessary by the City and their reviewers will be required and shall be incorporated into the design as the need arises during plan review.
95. The applicant agrees to address and mitigate any and all geotechnical design engineering and construction issues not contained within these conditions, but associated with the proposed development that may arise during final design and/or construction.
96. The applicant shall eliminate all geologic hazards associated with this proposed development, in accordance with the recommendations of the City's geotechnical consultant and to the satisfaction of the City Engineer.
97. All retaining and privacy walls shall be less than 6 feet in height, unless specifically approved by the City of Calabasas Planning Commission. Wall details and callouts including top of footings shall be included with the Grading Plans. Any walls to be built during rough grading shall be so noted on the plans and shall require the specific approval of the Public Works Department.
98. In addition to global stability analysis, the applicant shall provide an internal and external stability analysis for the proposed segmental walls.

99. Prior to issuance of a grading permit, the applicant shall submit a surety grading improvement bond with the valuation to be determined by the City staff upon submittal of the engineering cost estimate of grading and installation of the drainage device.
100. Prior to issuance of a grading permit, the applicant shall submit official stamped and signed copies of the acknowledgement concerning the employment of a registered civil engineer and technical consultants (Public Works Form K).
101. All excavation, grading, site utility installation (private water, sewer and storm drain), pavement construction and related site work shall be observed and approved by the Public Works Department, pursuant to construction permits issued for approved grading and improvement plans. Changed conditions that affect the Grading and Drainage Plans shall be submitted to the Public Works department in the form of a Change Order (Public Works Forms U and U-1), which shall be approved by the City Engineer prior to commencement of any grading activities that do not conform to the approved Grading and Drainage Plans. If the field conditions deviate from the approved plans without obtaining prior approval of a change order, the City Engineer may issue a Stop Work Notice.
102. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto public streets shall be enforced. All haul routes shall be approved by the City Engineer and a haul route permit shall be obtained prior to starting hauling operations.
103. The grading contractor shall maintain on site at all times a means of controlling dust and other airborne particulates originating from the project site. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. At the discretion of the City Engineer, additional dust palliatives or other effective methods (fencing, screening) may be specified to prevent the migration of airborne dust onto adjacent properties.
104. All grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report. Any deficiencies noted shall be brought to the attention of the grading contractor and the City Engineer. Such observations, verifications, related tests, and other pertinent documentation shall be submitted in writing to the City Engineer.
105. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report

summarizing the required observations, verifications, related tests, and other pertinent documentation to the City Engineer for review and approval.

106. Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade (Public Works Form O) and Building Pad (Public Works Form O) Certifications forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City Engineer.
107. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community Development Department, Building and Safety Division, prior to the issuance of a Building Permit. **No Building Permit shall be issued for the project without these approvals.**
108. Any variations from the approved grading plan must be submitted to the Public Works Department in the form of a Change Order. The engineer of record must submit a complete change order package to Public Works, including a completed Change Order Checklist (Public Works Form U) and Change Order Request (Public Works Form U-1). The change order will be reviewed and approved by the Community Development Department (Planning Division) and the Public Works Department (Land Development Division). The City Planner shall make the determination if the changes require a review by the Planning Commission. Any field changes made prior to the approval by the City may result in the posting of a Stop Work Order by the City Engineer. In such case, all related construction activity shall cease pending review and approval of field changes.
109. Prior to issuance of a Certificate of Occupancy (C of O), the project Civil Engineer of record shall provide As-Built or Record Drawings, prepared on mylar, to the City reflecting any changes to the approved plan prior to initiation of final inspection.
110. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification (Public Works Form P) form. The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.
111. The applicant shall comply with all state requirements for construction within a special studies zone. Copies of the report must be sent to the State Geologist by the applicant prior to the issuance of a Certificate of Occupancy (C of O).

112. The applicant shall provide for the mitigation of the potential for liquefaction, lateral deformation and/or dry sand settlement within the project area and adjacent portions of Las Virgenes Road. The applicant shall provide for additional subsurface exploration and analysis to assure the potential for liquefaction within the project and adjacent portions of Las Virgenes Road is mitigated by the final project design.
113. The applicant shall provide for the mitigation of the existing landslide within the project area. Landslide removal shall occur as directed by the project Geotechnical Engineer, to the satisfaction of the City Engineer.
114. Stabilization fills and subdrain placement shall occur as directed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report.
115. The applicant shall provide for the removal of artificial fill, landslide debris, unsuitable soils and bedrock as directed by the project Geotechnical Engineer, and to the satisfaction of the City Engineer.
116. Upon completion of removal of unsuitable soils, testing shall be performed under the direction of the project Geotechnical Engineer where deemed appropriate to confirm the suitability of the ground improvement performed.
117. Fill placement and related compaction testing, keyway and bench construction and other supervised grading activities shall be observed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report. Summaries of observations, tests and other relevant geotechnical data shall be provided to the City Engineer at appropriate intervals during the site grading process.
118. The project grading plans shall be reflective of the excavations necessary to achieve the design grades for the parking garage, adjacent retaining walls, slopes and property lines. Grading plans shall provide sections as necessary to clarify the depth and grade relationships of these excavations.
119. The grading plans and required sections shall clarify the limits of required over-excavation based on the recommendations of the project soils engineer.
120. The applicant shall provide for the control and drawdown of groundwater encountered during excavation operations. The design of such a dewatering system shall be submitted to the Public Works Department and reviewed/approved prior to the issuance of a grading permit.
121. The applicant shall provide for a means of impounding and clarifying groundwater associated with the dewatering system prior to discharge. Such a system shall be submitted for review to the Los Angeles Regional Water Quality

Control Board (LARWQCB) prior to the issuance of a grading permit. Evidence of review and approval shall be submitted to the Public Works Department prior to the issuance of a Certificate of Occupancy.

122. Soil corrosivity shall be analyzed by a corrosion engineer and recommendations incorporated in the final Geotechnical Report. Specific recommendations for project concrete construction and the protection of ferrous and copper metals shall be incorporated into the final design provisions for site improvements and building components.
123. Design of retaining/flood walls at debris/detention basins shall be consistent with the recommendations of the project Geotechnical Engineer, with allowances for fluid pressure and impact forces.
124. A seepage analysis shall be prepared for retaining/flood walls at debris/detention basins by the project Geotechnical Engineer. Such analysis shall consider seepage rates based on maximum level fluid surcharge, footing geometry and in-place soils characteristics. Based on calculated rates of seepage, toe drains or other equally effective means shall be specified to insure subdrainage is intercepted and conveyed to an approved point of disposal.

#### **HYDROLOGY AND DRAINAGE**

125. The applicant shall have a final drainage study prepared by a Registered Civil Engineer licensed to practice in the State of California. The drainage study shall be prepared in report format and include sections addressing on-site and off-site drainage areas, existing and developed conditions hydrology, the design hydraulics for the proposed on-site and off-site drainage systems, including sizing of inlets, conduits, v-ditches, down drains and other structures, storm water detention and water quality mitigation measures, and associated calculations and conclusions. The drainage study shall include documentation that all building finish floor elevations will remain at least one foot above the 100-year storm recurrence interval ( $Q_{100}$ ) water surface elevation and/or Capital Flood ( $Q_{50}$  Bulked and Burned) (whichever is higher), identifying overflow pathways. The drainage study shall be submitted to the Public Works Department and approved by the City Engineer prior the issuance of a grading permit.
126. The applicant shall have a drainage analysis prepared for Las Virgenes Road, reflective of drainage areas tributary to the required area of improvement. Such analysis shall take into consideration existing and proposed roadway cross sections and related flow patterns. Such analysis shall be included in the final drainage study.
127. All drainage shall be sloped 2% away from all parts of structures along impervious surface and 5% away along pervious surface, in conformance with California Building Code; or as per geotechnical engineer's recommendations;

and conveyed through an on-site storm drain system to an approved point of disposal.

128. The applicant's engineer shall provide for interception of off-site drainage and related sediment/debris flows from areas subject to burning. Where attenuation of sediment/debris is not contemplated, and bulk-flow inlets or similar facilities are to be used for this purpose, the design of such facilities and related storm drain conduits shall be consistent with the requirements of the County of Los Angeles.
129. The applicant's engineer shall provide for detention of on-site storm drainage, based on either offsite storm drain capacity limitations or a 'no net increase' approach, whichever yields the greater volume of required detention. In either case the required volume shall be calculated by unit hydrograph or other approved means. Such calculations shall be included in the final drainage study.
130. The portion(s) of the site intended for detention of storm water shall be reflected on the drainage plans, and include construction details for size, shape, volume, fencing and access for maintenance. Design of the outlet works for the areas of detention shall be such that the required volume of detention is attained and the approved maximum rate of outflow is not exceeded. Details of the design of the detention areas and outlet works shall be consistent with those contained in the final drainage study.
131. The applicant's engineer shall prepare drainage plans detailing the required design of the proposed on-site and off-site storm drain systems. The design shall be consistent with the calculations contained in the final drainage study, with appropriate details to allow for plan review, inspection and construction of the required facilities. The on-site storm drain plans, along with plans for any necessary extensions of offsite storm drain systems and connection details, shall be prepared in plan and profile format, and shall be submitted to the Public Works Department for review and approval prior to the issuance of a grading permit.
132. The applicant shall construct drainage improvements and offer easements needed for street drainage or slopes. All public drainage improvements shall be approved and accepted for operations and maintenance by the County of Los Angeles Flood Control District prior to City approval.
133. The applicant's engineer shall design drainage facilities associated with improvements along Las Virgenes Road. Drainage inlets shall be curb-opening type, located and sized to intercept street flows and limit pavement drainage spread to maintain a 'dry' lane at all times during the peak drainage event. Drainage intercepted by and concentrated in curb and gutter sections shall be intercepted by an appropriately sized curb-opening inlet, and shall not be allowed to cross travel lanes.

134. Unless specifically approved by the City of Calabasas and the County of Los Angeles Public Works Departments, the on-site storm drainage system shall be privately owned and maintained. Drainage plans shall clarify that the on-site storm drain system is not to be maintained by either the City of Calabasas or the County of Los Angeles.
135. The applicant shall provide for the perpetual ownership and a program of regular maintenance of the on-site drainage facilities, including but not limited to the proposed storm drain pipes, catch basins, interceptor ditches, debris basins, detention facilities, water quality treatment devices, area drains, etc. The proposed program shall be submitted to the Public Works Department for approval and shall include exhibits showing the locations of facilities to be maintained, and narrative descriptions of the facilities with required frequency of maintenance. Any debris and detention facilities shall be adequately detailed to allow the perpetual maintenance of required volume. Such details shall include limits and dimensions of facilities (i.e.: top and bottom dimensions, depth, design volume) such that future maintenance and cleaning efforts shall adequately restore the shape and operational capacity of the facility. The approved program shall be included in the project CC&R's and recorded with a maintenance covenant to insure perpetual maintenance of such facilities and devices.
136. The applicant's engineer shall provide for the mitigation of the project's storm water quality impacts. The applicant's engineer shall provide calculations for the sizing and location of devices intended to mitigate such impacts in accordance with the County of Los Angeles NPDES, SUSMP, and USMP requirements and the County of Los Angeles Low Impact Design (LID) Manual. Choice of best management practices (BMP's) shall be consistent with those reflected in the LID manual and in accordance with the applicant's SUSMP Exhibit. Calculations shall be submitted with the final drainage study. The locations of required water quality treatment devices shall be shown on the drainage plans. Details of the required devices shall be included in the drainage report and detailed on the project plans.

## **UTILITIES**

137. All new utilities serving the proposed project shall be placed underground.
138. All existing overhead utilities (electric, telephone, cable, etc.) along the project frontage and along the project boundaries shall be converted underground.
139. The project shall connect to an existing sewer. The applicant shall construct a 6-inch minimum sewer lateral to connect the proposed project to the existing available sewer main.
140. The applicant shall have a Sewer Area Study prepared by a Registered Civil Engineer licensed to practice in the State of California. The sewer study shall demonstrate to the satisfaction of the City Engineer that there is available

capacity for the projects sewer flows to be added to the downstream sewer collection system.

141. Sewer connection fees shall be paid to the Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees to Public Works prior to issuance of a Building Permit.
142. The project shall connect to an existing water main. The applicant shall construct a water service lateral to connect the proposed project to the existing available water main.
143. Water service connection, associated meter fees and any other miscellaneous fees/assessments shall be paid to Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees (ie: LVMWD's Financial Arrangement Letter) to Public Works prior to the issuance of a Building Permit.
144. The applicant shall grant easements to the City, appropriate agency, or entity for the purpose of ingress, egress, construction and maintenance of all infrastructure constructed for this project, to the satisfaction of the City Engineer.
145. The applicant shall pay all energy costs associated with street lighting for a period of one year from initial street light use. The applicant shall also complete annexation to the County Lighting Assessment District for payment of future maintenance and power prior to issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit.

#### **TRAFFIC AND TRANSPORTATION DIVISION**

146. The project is located within the Lost Hills/Las Virgenes Road Bridge and Thoroughfare Construction Fee (B&T Fee) District. Project will be required to pay \$3,179 per single family residence (SFR); \$1,971 per multi-family residential unit and \$1,939 per hotel room. As proposed, the B&T fee @ 67 SFR; 4 units and 120 rooms is \$453,557. Final payment amount will be based on number of approved units and hotel rooms. Payment of B&T District Fees to City will be required prior to issuance of a Certificate of Occupancy.
147. Construction activity and traffic control shall be staged such that vehicular, pedestrian and bicycle access to adjacent properties are maintained at all times.
148. The applicant shall be responsible for striping and curb marking changes on Las Virgenes Road and Agoura Road that are affected by the addition of a new private street at the intersection and construction activity near the site. Striping plans prepared by a Registered Civil/Traffic Engineer shall be approved and permitted for construction by the Public Works Department prior to issuance of grading permit for the on-site improvements.

149. The applicant shall be responsible for traffic signal improvements at the intersection of Agoura Road and Las Virgenes Road. The improvements shall include, but not be limited to, adding separate left turn phases on Las Virgenes Road; replacement of a new signal cabinet, signal controller and other appurtenance devices; upgrading signal hardware such as signal heads, standards and safety lights; replacement of new pedestrian countdown signal heads and push buttons; replacement/installation of signal interconnect and underground conduits; and, replacement of the video detection cameras.
150. The applicant shall pay for the signal timing adjustment at the intersection of Las Virgenes Road and Agoura Road. The retiming will also include signal coordination between US-101 SB Ramps and Lost Hills Road on Las Virgenes Road. The payment amount is \$5,000. Payment of the timing adjustment fees to City will be required prior to issuance of a Certificate of Occupancy.

**Public Works Department/Environmental Services Division**

151. This project will disturb one acre or greater of land, and therefore, must obtain coverage under a statewide General Construction Activities Stormwater Permit (General Permit). Prior to issuance of a grading permit, the applicant must submit to the City:
- a. Proof of PRD filing confirmation with the State Water Resources Control Board under the new General Permit (Order No. 2009-0009-DWQ Permit);
  - b. A statement of owner's certification that a State Water Resources Pollution Prevention Plan (SWPPP) has been prepared; and
  - c. A copy of the SWPPP prepared for the project complying with all applicable requirements of the Order No. 2009-0009-DWQ.
152. This is a Planning Priority Project as defined in the City of Calabasas' National Pollutant Discharge Elimination System (NPDES) permit. As such, the construction drawings must incorporate the following five requirements into the project design prior to the issuance of the grading permit:
- a. Conserve natural areas;
  - b. Protect slopes and channels;
  - c. Provide storm drain system stenciling and signage;
  - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and

- e. Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.
153. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction site:
- a. Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
  - b. Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
  - c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and
  - d. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.
154. This project is a development planning priority project under the City's NPDES Municipal Stormwater Permit. An Urban Stormwater Mitigation Plan (USMP) that incorporates appropriate post-construction best management practices (BMPs) into the design of the project must be prepared and approved prior to issuance of any grading. Please refer to the Los Angeles County *Standard Urban Stormwater Mitigation Plan (SUSMP)* for applicable design requirements. The project-specific USMP shall describe how this project design conforms to all requirements set forth in the SUSMP and must include a fully executed and recorded "Maintenance Covenant for Parcels Subject to SUSMP Requirements" to provide for on-going maintenance of the BMPs that have been chosen.
155. All storm drain catch basins shall be retrofitted with the full capture debris screens approved by the Los Angeles County Flood Control District. The full capture devices shall be similar to the devices installed in adjacent public streets.
156. Provide adequate filtration for all hillside drains to capture debris and sediment before entering the storm drain system.
157. Landscape areas should utilize a concave design to capture irrigation runoff and first  $\frac{3}{4}$  inch of a two year storm event for the landscape area only; additional capacity should be included if runoff from the roof and all hardscape areas is directed to landscaped areas.

158. Direct runoff from the driveway toward permeable areas and construct portions of the driveway from porous materials.
159. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems. The applicant shall provide proof of recycling quantities to obtain final clearance of occupancy.
160. Per the CMC Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." Recology is the only service provider permitted to operate in Calabasas. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
161. Grading shall be prohibited from **October 1<sup>st</sup>** through **April 15<sup>th</sup>**, unless the City Engineer determines that soil conditions at the site are suitable, and adequate and effective erosion and sediment control measures will be in place during all grading operations.
162. Individuals responsible for SWPPP preparation, implementation, and permit compliance shall be appropriately trained. This includes those personnel responsible for developing the SWPPP called Qualified SWPPP Developer (SQD) and those personnel responsible for installation, inspection, maintenance, and repair of BMPs called the Qualified SWPPP Practitioner (QSP). They shall provide a certificate of appropriate trainings. Training sessions are offered by government agencies or professional organizations.
163. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction site left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City Ordinance and State law. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapter 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.

#### **Las Virgenes Municipal Water District**

164. Pay applicable water meter and sewer fees prior to construction.

165. The applicant shall implement and maintain water conservation measures including but not limited to, fixture design and installation (use of ultra-low flush/flow toilets and shower heads), and hot water circulating systems.
166. The applicant shall implement maximum use of recycled water during and after construction, including landscaping and inside the hotel for sanitary purposes. The applicant shall be required to meet all of the District's conditions of service in order to be served.

**Los Angeles County Fire Department**

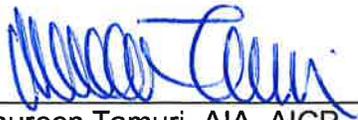
167. Obtain all applicable permits and approvals from the Los Angeles County Fire Department.
168. All gates shall be equipped with Fire Department approved locking devices.
169. All access roadways less than 36 feet in width shall be labeled "No Parking Fire Lane" and posted in accordance with Appendix D, Section D103 chapter D103.6 of the County of Los Angeles Fire Code.
170. Submit three copies of the Final Map to LACoFD, Land Development for review and approval prior to recordation.
171. All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. All required fire hydrants shall be installed, tested and accepted prior to construction.

**Section 7. All documents described in Section 1 of PC Resolution No. 2016-610 are deemed incorporated by reference as set forth at length.**

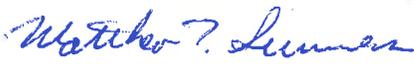
PLANNING COMMISSION RESOLUTION NO. 2016-610 PASSED,  
APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Maureen Tamuri, AIA, AICP  
Community Development Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew T. Summers  
Assistant City Attorney

Planning Commission Resolution No. 2016-610, was adopted by the Planning Commission at a regular meeting held March 17, 2016, and that it was adopted by the following vote:

AYES: Commissioners Fassberg, Sikand and Washburn

NOES: Chair Mueller and Commissioner Roseman

ABSENT: None

ABSTAINED: None

“The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought.”

**ATTACHMENTS:**

Attachment 1- Mitigation Monitoring and Reporting Program

Attachment 2 - Proposed Partial General Plan Land Use Map

Attachment 3 - Proposed Partial Zoning Map

## MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires adoption of a reporting or monitoring program for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The Mitigation Monitoring and Reporting Program (MMRP) is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP.

The Final EIR included 25 mitigation measures to address potential impacts related to aesthetics, air quality, biological resources, geology and soils, noise, traffic and circulation. The following table will be used as the checklist to determine compliance with this measure.



Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<b>Aesthetics</b>						
<b>AES-1 Landscaping Plan.</b> Any vegetation included on the Landscaping Plan along Las Virgenes Road shall be species that do not typically grow to a height that would exceed 30 feet.	Review landscaping plan to verify compliance.	Prior to issuance of building permits.	Once.	City of Calabasas Community Development Department.		
<b>Air Quality</b>						
<b>AQ-1(a) Dust Control Measures.</b> The following shall be implemented during grading and construction to control dust. 1. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. 2. Gravel aprons or other equivalent methods shall be used during project construction to reduce mud and dirt trackout onto truck exit routes. 3. The applicant shall assign a site manager to act as a community liaison concerning on-site construction activity, including resolution of issues related to PM generation. 4. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 5. Non-toxic soil stabilizers shall be applied according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more). 6. Traffic speeds on all unpaved roads shall be reduced to 15 miles per hour or less.	Verify that dust control measures are included as a note on all grading and building permits; field verify compliance.	Prior to issuance of grading and building permits; continuously during grading and construction.	Once for grading and building permit verification; field verification periodically during grading and construction.	City of Calabasas Community Development Department.		
<b>AQ-1(b) Construction Equipment Controls.</b> The following shall be implemented during construction to minimize emissions of NOX, PM <sub>10</sub> , and PM <sub>2.5</sub> associated with diesel construction equipment. 1. All off-road construction equipment greater than 50 horsepower shall meet U.S. EPA Tier 4	Verify that construction equipment control measures are included as a	Permit check prior to issuance of grading and building permits.	Once for permit check; field verification periodically during grading and	City of Calabasas Community Development Department.		

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**Mitigation Monitoring and Reporting Program**

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<p>emission standards, where available. All construction equipment shall be outfitted with Best Available Control Technology devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations.</p> <p>2. 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) shall be used. If the applicant provides the City evidence that 2010 model year or newer diesel trucks cannot be obtained, the City of Calabasas shall require trucks that meet U.S. EPA 2007 model year NO<sub>x</sub> emissions requirements.</p>	<p>note on all grading and building permits.</p>	<p>continuously during grading and construction.</p>	<p>construction.</p>			
<p><b>Biological Resources</b></p> <p><b>BIO-1(a) Pre-construction Special-Status Wildlife Surveys and Construction Monitoring.</b> No more than one week prior to vegetation clearing and ground disturbance within the project site, a qualified biologist shall conduct pre-construction surveys for special-status wildlife species within the construction footprint and within a 200-foot survey buffer area. The surveys shall include mapping of current locations of special-status wildlife species for avoidance and relocation efforts and to assist construction monitoring efforts. In addition, during any construction activities involving vegetation clearing, the applicant shall contract with a biologist to conduct biological monitoring so as to assist in avoiding and minimizing impacts to special-status wildlife and protected nesting birds in the path of construction. Other locally important wildlife species or wildlife SSC, which are not formally listed, shall be captured by a qualified biologist, when possible, and relocated to adjacent appropriate habitat within the open space on-site or in suitable habitat adjacent to the project area (either way, at least 200 feet from the grading limits).</p>	<p>Verify that a qualified biologist has conducted pre-construction surveys and continual biological monitoring for special-status wildlife species within the construction footprint and within a 200-foot survey buffer area, if a species is identified. CDFW shall be notified and consulted</p>	<p>Survey prior to issuance of grading permits; field verification as necessary throughout grading and construction.</p>	<p>Once for survey; field verification as needed periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

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Mitigation Monitoring and Reporting Program

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<p>The CDFW shall be notified and consulted regarding the presence of any special-status wildlife species found on-site during the pre-construction surveys or during biological monitoring. If a Federally-listed species is found prior to or during grading of the site, the USFWS shall also be notified. Only a USFWS-approved biologist shall be authorized to capture and relocate listed species.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site. Construction monitoring shall be conducted during any construction activities involving vegetation cleaning, or modification of natural habitat. The methods and results of the pre-construction survey(s) and any relocation efforts during those surveys shall be documented in a brief letter report (Pre-Construction Survey Report) and submitted to the City no later than three weeks following the completion of the last survey. The methods and results of the biological monitoring and any relocation efforts conducted during construction shall be documented in a brief letter report (Biological Monitoring Report) and submitted to the City upon completion of vegetation clearance and initial natural habitat alteration.</p>	<p>regarding the presence of any special-status wildlife species and USFWS shall be notified if a federally-listed species is found on-site.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site and shall be submitted to the City no later than three weeks after completion.</p>					
<p><b>BIO -1(b) Conduct Nesting Bird Surveys, Establish Active Nest Avoidance Buffers, and Monitor Active Nests.</b> Because construction is proposed to occur during the bird breeding season (February 1 to August 31), the project is subject to bird survey requirements. Pre-construction nesting bird surveys shall be conducted to determine the locations of nesting birds. Bird surveys shall include a minimum of three nesting bird surveys to be conducted by a qualified biologist, within two weeks, and no more than three days prior to the start of vegetation clearing. Weekly bird nesting surveys shall be</p>	<p>If initial ground disturbing activities occur during the breeding bird nesting season, verify that a qualified biologist has performed a nesting bird survey with</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading and construction.</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

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<p>reinitiated if land clearing activities are delayed for more than one week. The nesting bird survey area shall include a buffer around the grading limits and land clearing limits of 500 feet to accommodate potential raptors that could be affected. Generally, if an active bird nest is found, a maximum 300-foot buffer (depending on the species and noise and site conditions) would be established surrounding the nest(s) and shall be flagged for avoidance. If any active raptor nests are found, typically a suitable buffer area of 250-500 feet from the nest shall be established until the nest becomes inactive (absence of eggs, chick, and adults). The avoidance buffer area for nesting birds may be reduced upon the approval of the monitoring biologist as determined by the species nesting and the activity being conducted. If an active nest of a special-status bird species is found, a suitable buffer area of 200-500 feet from the nest (depending on the status of the species) shall be established until the nest becomes inactive, and CDFW/USFWS shall be consulted.</p> <p>If active bird nests are found and avoidance buffers are established prior to or during construction, a biologist shall monitor the active nest(s) during initial land clearing activities and/or construction activities to determine whether the recommended avoidance buffers are adequate to the point that nesting activities are not being stressed or jeopardized. Disturbance may occur within the avoidance buffer area only after the young have fledged (i.e., the birds are no longer reliant on the nest) as determined by the monitoring biologist.</p> <p>The methods and results of the nesting bird survey(s), any nesting bird avoidance efforts as a result of those surveys, and the success of the avoidance buffers shall be documented in a letter report (Nesting Bird Survey and Active Nest Monitoring Report) and shall be submitted to the City no later than three weeks following</p>	<p>results submitted to the City. If active bird nests are located during the pre-construction survey and could be impacted, field verify buffer zones.</p>					

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**Mitigation Monitoring and Reporting Program**

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<p>the completion of active nest monitoring activities.</p> <p><b>BIO-1(c) Pre-construction Bat Surveys and Construction Monitoring.</b> To avoid the direct loss of bats that could result from removal of trees and/or structures that may provide maternity roost habitat (e.g., in cavities or under loose bark), tree removal or relocation shall be scheduled between October 1 and February 28, outside of the maternity roosting season. If trees and/or structures must be removed during the maternity season (March 1 to September 30), a qualified bat specialist shall conduct a pre-construction survey to identify those trees and/or structures proposed for disturbance that could provide hibernacula or nursery colony roosting habitat for bats.</p> <p>Each tree and/or structure identified as potentially supporting an active maternity roost shall be closely inspected by the bat specialist no greater than 7 days prior to tree disturbance to more precisely determine the presence or absence of roosting bats.</p> <p>If bats are not detected, but the bat specialist determines that roosting bats may be present at any time of year, it is preferable to push any tree down using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree shall be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree shall then be pushed to the ground slowly and should remain in place until it is inspected by a bat specialist. Trees that are known to be bat roosts should not be cut up or mulched immediately. A period of at least 24 hours shall elapse prior to such operations to allow bats to escape.</p> <p><b>BIO-1(d) Rodent Control.</b> Rodenticides are prohibited. This requirement shall be printed on the landscape plans for each residential development approved, and included in the project covenants, conditions and</p>	<p>If trees and/or structures that may provide maternity roost habitat must be removed during the maternity season, verify that a qualified bat specialist has conducted a pre-construction survey with results submitted to the City. If trees and/or structures are identified as potentially supporting an active maternity roost during the pre-construction survey and could be impacted, field verify that the appropriate tree removal method is used.</p> <p>Verify that landscape plans, project covenants,</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading.</p> <p>Review of plans prior to issuance of final</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p> <p>Once for plan review; resident communication annually.</p>	<p>City of Calabasas Community Development Department.</p> <p>City of Calabasas Community Development</p>		

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**Mitigation Monitoring and Reporting Program**

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<p>restrictions ("CC&amp;Rs"), and recorded on the deed for each residential lot. The CC&amp;Rs shall stipulate that the prohibition on rodenticides shall be the subject of at least one annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update that is distributed to property owners and residents. Evidence of this effort shall be provided to the City Planning and Community Development Department each year by January 1st.</p> <p>Mitigation measures BIO-4(a), BIO-4(b), and BIO-6 required.</p>	<p>CC&amp;Rs and deeds for residential development include prohibition of rodenticides.</p> <p>Verification that evidence of annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update is provided to the City.</p>	<p>occupancy permits; resident communication annually.</p>		<p>Department.</p>		
<p><b>BIO-3 Upland Restoration.</b> To mitigate for impacts to purple sage scrub, an upland restoration plan (URP) shall be prepared by a qualified biologist/restoration ecologist, with a primary focus on topsoil salvage to maintain important elements required for a healthy ecosystem, including mycorrhizae (soil fungus), healthy soil structure, balanced soil chemistry needed for native plant uptake, proper characteristics to support naturally occurring vegetation and the wildlife it supports, as well as functionality for needed biological services in the watershed. Specifically, the URP shall include the following:</p> <ul style="list-style-type: none"> <li>• Detailed site location for all aspects of the restoration;</li> <li>• Detailed description and graphics of the mechanics of the topsoil salvage and soil stabilization;</li> <li>• Native plant palette, planting plan, time of year</li> </ul>	<p>Verify that an upland restoration plan (URP) has been prepared by a qualified biologist/restoration ecologist; restoration specialist shall determine adequacy and determine remedial measures in the event that the</p>	<p>Verification that the URP has been completed prior to issuance of grading permits; restoration monitoring annually for a period of five years.</p>	<p>Once URP verification; annual monitoring reports for a period of five years.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>planting will occur, and irrigation plan;</p> <ul style="list-style-type: none"> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of restoration adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity. The URP shall include success criteria for monitoring the restoration effort over five years, and include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following:                      restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation.</p>	<p>performance criteria are not met.</p>					
<p><b>BIO-4(a) Agency Coordination.</b> Permits, agreements, and/or water quality certifications from all applicable State and Federal agencies regarding compliance with State and Federal laws governing work within jurisdictional features are required for submission to the City of Calabasas with the grading permit application for the project. The applicant shall provide such permits and/or agreements prior to issuance of a grading permit. In addition, long-term maintenance permits/authorizations are required for maintenance activities to be perpetually conducted in the proposed upstream detention basin in accordance with Los Angeles County Flood Control District's (LACFCD) maintenance standards and practices.</p>	<p>Verify that the applicant has obtained State and Federal permits, agreements, and/or water quality certifications required to work within jurisdictional features.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-4(b) Restore Jurisdictional Waters, Wetlands, and Riparian Habitats.</b> To mitigate for impacts to potentially jurisdictional features, the applicant shall provide as much in-kind waters and wetlands creation</p>	<p>Verify that a habitat mitigation and monitoring plan</p>	<p>HMMP verification prior to issuance of</p>	<p>Once for HMMP; annual monitoring reports for a</p>	<p>City of Calabasas Community Development</p>		

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**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p>within the project site boundaries, as feasible, at a minimum 1:1 mitigation ratio (i.e., for every 1 acre removed, 1 acre shall be created for no net loss), or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Additional mitigation at a ratio of 2:1 will be required to offset a temporal loss of waters and wetlands, or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Native seeds and plant material (cuttings) shall be salvaged from the impact areas prior to construction and used for the on-site restoration/creation effort. Supplemental seed/plantings may be purchased, but shall be sourced from a site within the same watershed as the project site to maintain genetic integrity. A habitat mitigation and monitoring plan (HMMP, discussed in more detail below) shall identify an approach for implementing the conceptual mitigation plan (EIR Figure 4.3-4) for the portion of the mitigation that will be implemented on-site and in-kind.</p> <p>The HMMP shall be prepared by a qualified biologist/restoration ecologist that outlines the compensatory mitigation in coordination with the regulatory agencies. As part of the HMMP, a final mitigation implementation plan detailing what is presented on Figure 4.3-4 shall be submitted to and approved by the City prior to issuance of a grading plan. Specifically, the HMMP and implementation plan shall include the following:</p> <ul style="list-style-type: none"> <li>• Detailed mitigation site location for all aspects of the jurisdictional areas creation, including the location and quantity of each jurisdictional area being created and each habitat type being created (riparian, seep, spring, wet meadow, etc.);</li> <li>• Detailed description and graphics of the mechanics of the creation, including fine grading, contours, check dams, bank stabilization, bio-engineering,</li> </ul>	<p>(HMMP) has been prepared by a qualified biologist/restoration ecologist; A specialist shall determine mitigation adequacy and determine remedial measures in the event that the performance criteria are not met.</p>	<p>building permits; restoration monitoring annually for a period of five years.</p>	<p>period of five years.</p>	<p>Department.</p>		

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<p>saturation levels to be created, and surface flows to be expected;</p> <ul style="list-style-type: none"> <li>•Native plant palette, planting plan, time of year planting will occur, and irrigation plan;</li> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of mitigation adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity (such as upstream or downstream of the restoration site). The HMMP shall include success criteria for monitoring the restoration effort over five years. The HMMP shall also include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following: restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation. Ultimately, the mitigation provided within the HMMP shall be consistent with the requirements pursuant to permits obtained by all regulating agencies.</p> <p>If required riparian/wetland creation cannot be achieved entirely on-site, the balance shall be achieved by payment of in lieu fees (i.e., Santa Monica Mountains Conservancy, Mountains Restoration Trust, or Ojai Valley Land Conservancy). "In-lieu-fee" mitigation occurs in circumstances where a Permittee provides funds to an in-lieu-fee sponsor instead of either completing project-specific mitigation or purchasing</p>						

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<p>credits from a mitigation bank approved under the Banking Guidance. Those organizations considered qualified to implement formal in-lieu-fee arrangements typically work in advance with the Corps to ensure that authorized impacts will be offset fully on a project-by-project basis consistent with Section 10/404 permit requirements. Off-site mitigation lands shall be located as close to the project site as feasible. Off-site land shall be preserved through a conservation easement, and an HMMP shall identify an approach for funding assurance for the long-term management of the conserved land.</p>						
<p><b>BI0-5(a) Protect Remaining and Restored Open Space.</b> Approximately 61 acres (79 percent) of the 77.22-acre site would remain undeveloped under the proposed project. Approximately 22 acres of the undeveloped 61 acres would be open space landscaping, slope face landscaping, and riparian/wetland and oak woodland habitat restoration. These areas are located mainly in the northern, southern, and eastern portions of the project site, adjacent to the surrounding preserved open space areas. To mitigate restricting the City's mapped wildlife corridor by one quarter of its width, all restored and avoided land within the project site (approximately 61 acres and 79 percent of the project site) shall be designated open space. The approximately 61 acres of dedicated open space would surround the permanently developed areas (16 acres) of the site (see EIR Figure 4.3-2). This would create an open space buffer around the residential and commercial development and would also help to preserve the remaining portions of the City's mapped movement corridor within the parcel, which is adjacent to, and connected with, land owned by the Mountains Recreation and Conservation Authority to the east. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future urban development by recordation of a deed</p>	<p>Review final site plan to ensure 61 acres of the site are designated as open space; an easement or similar instrument shall be instituted to ensure open space protection from future development; signage shall be posted along the edge of the open space area indicating a permanently protected area.</p>	<p>Review of final site plan prior to issuance of grading permits; signage and easement, or similar instrument, prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit</p>	<p>Once for final site plan review once; once for verification of easement of similar instrument.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&amp;R) or by recordation of a conservation easement or similar instrument. Whatever instrument is used, it shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit. Signage shall be posted and maintained at conspicuous locations along the edge of the protected open space indicating that it is a permanently protected open space area.</p>						
<p><b>BIO-5(b) Fencing.</b> Any perimeter fencing around the 61-acre open space area of the project site shall be wildlife friendly, as required in Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010). Fencing shall be easily bypassed by all species of wildlife found within the Santa Monica Mountains and shall be subject to the standards required by the Calabasas Land Use and Development Code 17.20.100(H). As such, wildlife friendly fencing shall be used as required to provide permeability through and over fencing for access to adjacent habitats and to retain connectivity of the habitats on-site with the habitats off-site.</p> <p>All fencing within the project site shall be constructed with materials that are not harmful to wildlife including, but not limited to, spikes, glass, razor, or barbed wire. All hollow fence posts shall be capped to prevent birds and other wildlife from entering and becoming entrapped.</p>	<p>Review final plans to verify use of wildlife friendly fencing and compliance with Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010).</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-6 Oak Tree Replacement.</b> An Oak Tree Permit shall be obtained from the City of Calabasas prior to any oak tree removal, which will include an oak tree mitigation program. A copy of the approved oak tree</p>	<p>Verification that an Oak Tree Permit has been obtained for oak</p>	<p>Oak tree permit verification prior to</p>	<p>Once for oak tree permit and oak tree consultant</p>	<p>City of Calabasas Community Development</p>		

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**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p>permit and the associated oak tree report shall be kept on-site during all construction.</p> <p>The City of Calabasas Oak Tree Ordinance No. 2006-222, and Section V.B of the City of Calabasas Oak Tree Preservation and Protection Guidelines, requires conditions to offset the impacts associated with the loss of an oak tree, oak limbs, or encroachment into an oak tree protected zone, which may include but are not limited to any combination of payment of an in-lieu fee to the oak tree mitigation fund, planting of replacement oak trees at locations proposed by the applicant and approved by the City Arborist, and/or relocation (see CMC 17.32.010). If the conditions include replacement, for every inch of tree, limb, or root removed, a minimum of one inch shall be replaced (refer to EIR Figures 2-6 and 4.3-5 for a conceptual illustration of proposed oak tree planting areas).</p> <p>In addition, an Oak Tree Mitigation Program shall be prepared and submitted to the City. The Oak Tree Mitigation Program shall include a monitoring schedule, and the maintenance and care program outlined in the Oak Tree Report shall be carried out by qualified professionals. In addition, final landscape plans shall include minimum oak tree mitigation as required by the City of Calabasas and/or the resource agencies. The Oak Tree Mitigation Program shall include an inventory of all oak trees ultimately removed or encroached upon during project activities, the mapped locations of restoration areas, a restoration implementation plan (detailing site preparation and planting, irrigation, and fertilization practices), an oak tree fencing plan during construction, encroachment zone damage and disease protection measures, detailed maintenance program practices, and success criteria. Success criteria shall consider survivorship of oak trees under natural conditions sufficient to replace those oaks (inches of oaks) removed or transplanted within the</p>	<p>tree removal and that an Oak Tree Mitigation Program has been submitted with final landscape plans with minimum oak tree mitigation as required by the City and/or resource agencies.</p> <p>Verify that a City-approved oak tree consultant has prepared a report after the conclusion of grading and construction as well as annual oak tree monitoring reports.</p>	<p>issuance of grading permits; oak tree consultant report verification prior to issuance of occupancy permits; monitoring annually.</p>	<p>report verification; annually for five years based on bi-annual site visits/oak monitoring.</p>	<p>Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p>property, using a minimum 1-inch:1-inch ratio.</p> <p>A City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. The reports shall include a summary of conditions and certification of compliance with all conditions of the permit, including but not limited to, minimum tree replacement numbers, establishment goals, and the health of all replaced, remaining, or relocated trees.</p>						
<b>Geology and Soils</b>						
<p><b>GEO-1(a) Geotechnical Recommendations.</b> On-site development shall require, and comply with, all recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). At a minimum, any buildings considered essential facilities, as defined in the California Building Code, shall be designed to withstand upper bound earthquake ground motion. The calculated design base ground motion for the site shall take into consideration the soil type, potential for liquefaction, and the most current and applicable seismic attenuation methods that are available. All on-site structures shall comply with applicable provisions of the California Building Code. Compliance with these requirements shall be verified by the City of Calabasas Building and Safety Department prior to issuance of a grading permit.</p>	<p>Verify compliance with applicable provisions of the California Building Code and recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		

Canyon Oaks Project EIR  
 Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p><b>GEO-1(b) Building Design.</b> All buildings shall be engineered to withstand the expected design basis ground acceleration that may occur at the project site. All critical facilities shall be designed to withstand the upper bound earthquake ground motion. The building designs shall take into consideration the most current and applicable seismic attenuation methods that are available. Specifically, all onsite structures shall comply with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). Compliance with these requirements shall be verified by the City of Calabasas prior to the issuance of a building permit.</p>	<p>Verify compliance with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(a) Removal and Replacement of Liquefiable Soils.</b> All loose and unsuitable alluvium, as depicted in EIR Figure 4.4-3, shall be removed and replaced with engineered fill. Fills greater than 15 feet from rough grade shall be compacted to 90 percent relative compaction at a soil-water content of approximately 2 percent to 5 percent over optimum value. Fill thickness in excess of 40 feet from rough grade shall be compacted to 93 percent at a soil-water content of approximately 2 percent over optimum. Fills exceeding 60 feet shall be compacted to 95 percent relative compaction at a soil-water content of approximately optimum value. Drainage blankets shall be placed at 30 to 40 foot intervals to reduce excess pore pressures.</p>	<p>Verify that instructions regarding removal and replacement of liquefiable soils are included as a note on all grading and building permits.</p>	<p>Prior to issuance of grading and building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(b) Long-Term Settlement Risk Reduction.</b> To reduce the risks of long-term settlement, a monitoring period shall occur after rough grading to allow the fill to reach 90 percent consolidation, and to allow the remaining pore pressure to dissipate. The exact monitoring period shall be determined as part of the Grading Stage Geotechnical Report. This report</p>	<p>Verify that the Grading State Geotechnical Report includes the required monitoring periods and</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
shall include an implementation program for settlement monitors within the deep bedrock excavations to measure heave, and to confirm consolidation levels.	implementation program.					
<b>GEO-2(c) Final Plan Review and Approval.</b> All proposed geotechnical remediation designed to reduce liquefaction hazards shall be designed to Calabasas Municipal Code and California Building Code standards to withstand the conditions. The City of Calabasas Public Works Department shall review and approve all final plans for the removal of liquefiable soils prior to issuance of grading permits. The removal of liquefiable soils shall occur as part of a thorough canyon cleanout during mass grading, as depicted on Figure 4.4-6a through Figure 4.4-6d. In addition, canyon sub-drains shall be installed as indicated on Figure 4.6-3 to help prevent static groundwater conditions.	Verify that the proposed geotechnical remediation complies with to Calabasas Municipal Code and California Building Code standards and approve final plans for removal of liquefiable soils.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-3 Landslide Removal and Recompaction.</b> The existing landslide shall be removed and replaced with engineered fill to achieve a factor safety of the landslide mass in excess of 1.5 for static conditions and in excess of 1.1 for pseudostatic conditions. During bulk grading, the landslide mass shall be removed along the southern slope to stabilize the existing landslide complex in conformance with figures 22a through Figure 4.1-22c and 4.4-6a through 4.4-6d. In addition, all applicable recommendations contained within Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. shall be adhered to during landslide removal. At a minimum, the landslide repair shall consist of excavating a keyway, benching out and cutting the landslide mass, and then replacement with engineered compacted fill. The City of Calabasas Public Works Department shall review and approve all final plans for landslide remediation prior to issuance of a grading permit.	Verify that final grading plan comply with applicable recommendations in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-4(a) Erosion Control.</b> A site-specific erosion control plan that incorporates best management	Verify that a licensed	Prior to issuance of	Once.	City of Calabasas		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
practices shall be prepared by the project applicant and approved by the City prior to the granting of any grading permits. All measures identified in the erosion control plans shall be implemented and monitored for continued compliance by the City of Calabasas Public Works Department. Such measures may include slope protection measures, netting and sandbagging, landscaping and possibly hydroseeding, temporary drainage control facilities such as retention areas, etc. All slopes involved with the development shall be constructed using an erosion control mat and a thorough vegetation and landscape plan. A landscaping plan and a landscape maintenance plan shall be designed by a licensed landscape architect. These plans shall be reviewed and approved by the City of Calabasas Public Works Department prior issuance of grading permits.	geotechnical engineer has prepared a plan to achieve erosion control as part of grading plan design.	grading permits.		Public Works Department.		
<b>GEO-4(b) Slope Stability.</b> Any development within a zone of influence of any slope that does not provide sufficient factors of safety and which could result in a possible surficial slope failure, shall be manufactured using acceptable custom, practice, and techniques to achieve surficial stability in a hillside environment. The slopes shall be constructed with a sufficient configuration, design, and material type with sufficient shear strength and proper drainage to ensure the appropriate performance of the slope. On-site manufactured slopes shall be composed of engineered fill, where the outer 15 feet would consist of a stability fill compacted to 93 percent relative compaction. A licensed geotechnical engineer shall prepare a plan to achieve slope stability (consistent with the above described requirements) as part of grading plan design. The grading plan, including all slope stability recommendations, shall be reviewed and approved by the City of Calabasas Public Works Department prior to issuance of grading permits.	Verify that a licensed geotechnical engineer has prepared a plan to achieve slope stability as part of grading plan design.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-5 Expansive Soil Removal and/or Treatment.</b> Suitable measures to reduce impacts from expansive	Verify that a qualified	Prior to issuance of	Once.	City of Calabasas		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p>soils shall be implemented as determined by a qualified geotechnical engineer and as approved by the City of Calabasas Public Works Department prior to issuance of a grading permit. To mitigate the potential for expansive soils, all foundations and slabs shall be designed for highly expansive soil conditions. The specific design parameters shall be confirmed prior to the grading stage, and then again after rough grading has been completed prior to the issuance of building permits. At a minimum, the following design considerations shall be considered with respect to expansive soils on the project site:</p> <ul style="list-style-type: none"> <li>• Expansive subgrades beneath foundations shall be pre-moistened to reduce the potential and the effects of the shrink/swell cycles.</li> <li>• Fat clays (LL &gt; 50) shall not be used as structural fill under foundations, pavements, slabs or retaining wall backfill.</li> <li>• If expansive soil is used within the zone of influence (upper seven feet) for foundations (LL &gt; 20), the expansive soils shall not be over-compacted or placed with soils having high soil-water contents. The soils shall be compacted to a minimum of 90 percent relative compaction but no greater than 93 percent or as specified by the project geotechnical engineer. The soil-water content shall be specified three to five percent over optimum or as specified by the project engineer.</li> <li>• As necessary, thickened slabs, extending slab edges and additional reinforcement shall be used to reduce negative impacts from any expansive soil movement. In addition, capillary break under slabs shall be utilized to reduce the potential for moisture transport and pumping that leads to moisture infiltration.</li> <li>• The sand thickness under slabs that is used for concrete curing shall be kept at two inches or less.</li> </ul>	<p>geotechnical engineer has developed suitable implementation measures to reduce impacts from expansive soils.</p>	<p>grading permits.</p>		<p>Public Works Department.</p>		
<p><b>NOISE</b></p> <p><b>N-4 Interior Noise.</b> At a minimum, the hotel shall</p>						
	Review	Prior to	Once.	City of		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p>include the following or equivalent to achieve an acceptable interior noise level of 45 CNEL:</p> <ul style="list-style-type: none"> <li>• Air conditioning or a mechanical ventilation system so that windows and doors may remain closed</li> <li>• Double-paned windows and sliding glass doors mounted in low air infiltration rate frames (0.5 cubic feet per minute, per ANSI specifications)</li> <li>• Solid core exterior doors with perimeter weather stripping and threshold seals</li> <li>• Roof and attic vents facing away from U.S. 101</li> </ul> <p>Incorporation of these design requirements would be expected to achieve an interior noise level reduction of 25 dBA or greater.</p>	<p>construction plans to ensure compliance with applicable noise attenuation requirements.</p>	<p>issuance of building permits.</p>		<p>Calabasas Community Development Department.</p>		
<p><b>Traffic and Circulation</b></p> <p><b>T-2 Las Virgenes Road/Lost Hills Road Traffic Impact Fees.</b> The applicant shall pay fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road to offset the incremental contribution of their project to identified traffic impacts. A funding mechanism shall be established as a condition of project approval. Fee payment shall occur prior to issuance of building permits.</p>	<p>Verify that the applicant has paid fees that comply with funding mechanism established for necessary road improvements.</p>	<p>Prior to issuance of final occupancy permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		

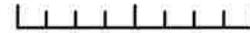
Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p><b>T-10 Construction Management Plan.</b> Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Management Plan for review and approval by City staff. Coordination shall occur with the Lost Hills Road/U.S. 101 interchange Traffic Management Plan to identify measures to reduce potential construction impacts. The provisions of the plan shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• The project contractor shall identify and enforce truck haul routes deemed acceptable by the City for construction trucks.</li> <li>• Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic, if needed.</li> </ul>	<p>Review and approve a Construction Management Plan to be prepared by the project applicant.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		



**CITY of CALABASAS  
Proposed Land Use Map**

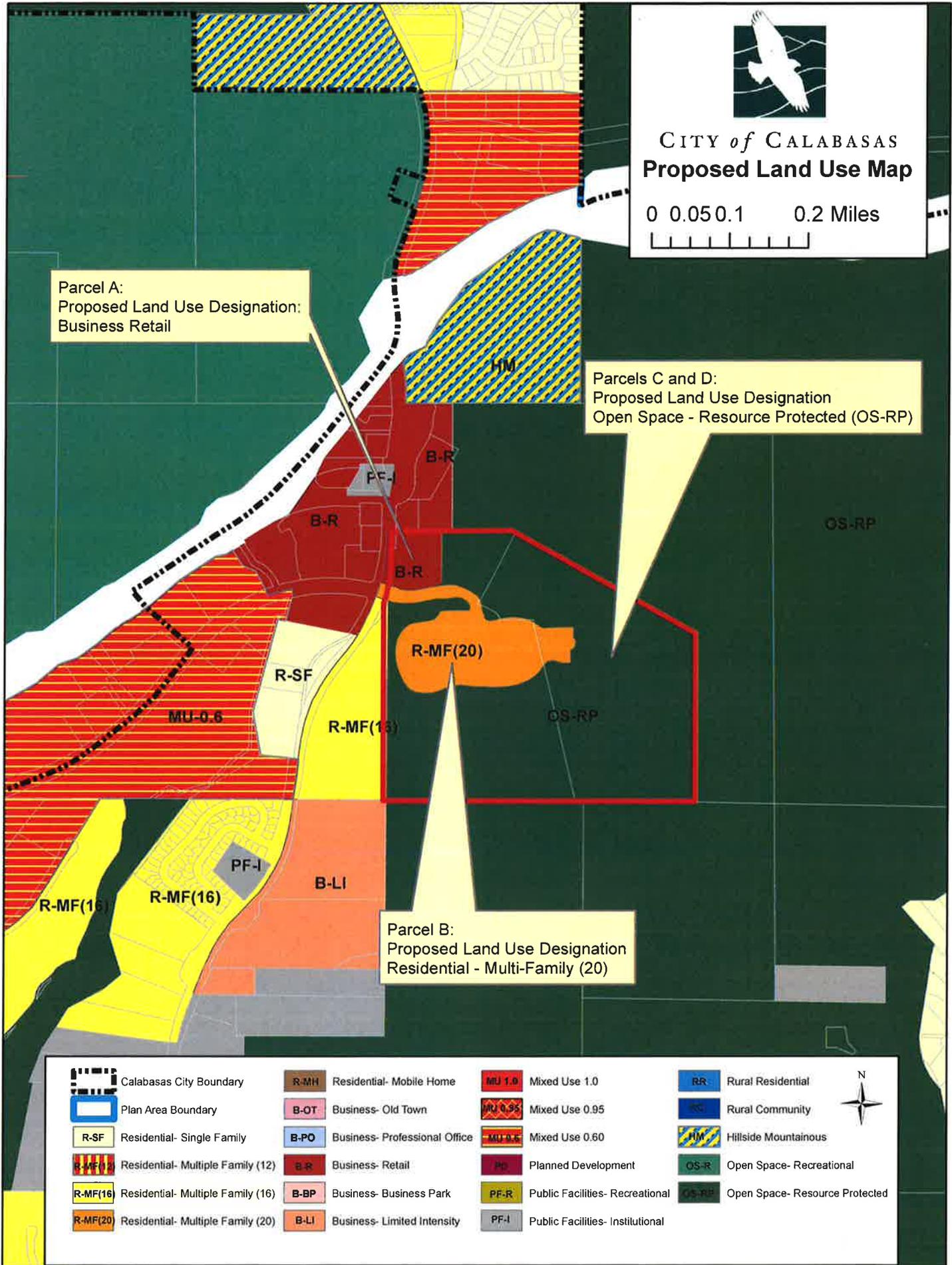
0 0.05 0.1 0.2 Miles



Parcel A:  
Proposed Land Use Designation:  
Business Retail

Parcels C and D:  
Proposed Land Use Designation  
Open Space - Resource Protected (OS-RP)

Parcel B:  
Proposed Land Use Designation  
Residential - Multi-Family (20)



	Calabasas City Boundary		R-MH Residential- Mobile Home		MU 1.0 Mixed Use 1.0		RR Rural Residential
	Plan Area Boundary		B-OT Business- Old Town		MU 0.95 Mixed Use 0.95		RC Rural Community
	R-SF Residential- Single Family		B-PO Business- Professional Office		MU 0.60 Mixed Use 0.60		HM Hillside Mountainous
	R-MF(12) Residential- Multiple Family (12)		B-R Business- Retail		PD Planned Development		OS-R Open Space- Recreational
	R-MF(16) Residential- Multiple Family (16)		B-BP Business- Business Park		PF-R Public Facilities- Recreational		OS-RP Open Space- Resource Protected
	R-MF(20) Residential- Multiple Family (20)		B-LI Business- Limited Intensity		PF-I Public Facilities- Institutional		





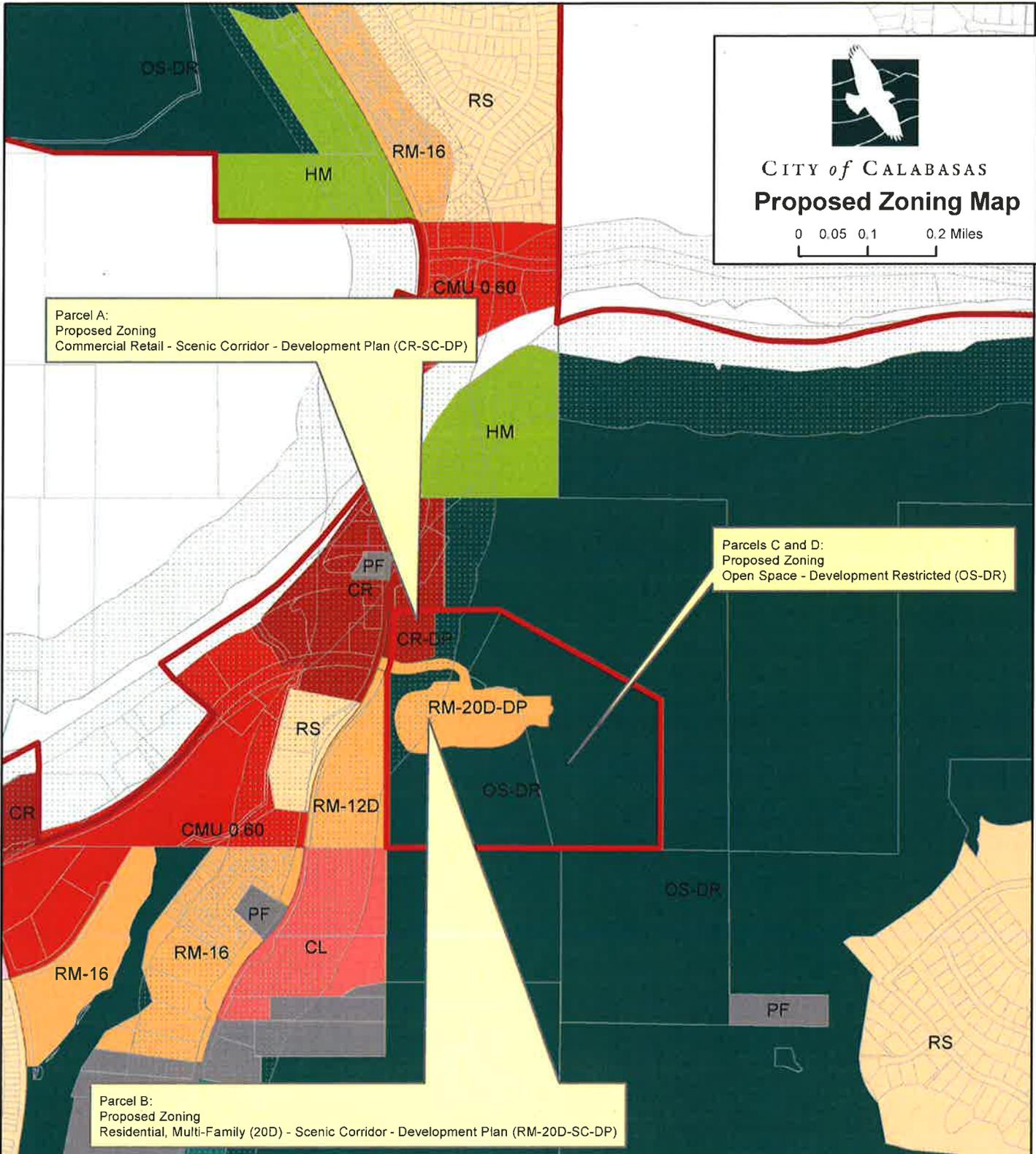
**CITY of CALABASAS**  
**Proposed Zoning Map**

0 0.05 0.1 0.2 Miles

Parcel A:  
 Proposed Zoning  
 Commercial Retail - Scenic Corridor - Development Plan (CR-SC-DP)

Parcels C and D:  
 Proposed Zoning  
 Open Space - Development Restricted (OS-DR)

Parcel B:  
 Proposed Zoning  
 Residential, Multi-Family (20D) - Scenic Corridor - Development Plan (RM-20D-SC-DP)



Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial Business Park	HM Hillside/Mountainous	CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial Limited	OS Open Space	OT Old Topanga
RM Residential, Multi-Family	CMU Commercial Mixed Use	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial Office	PF Public Facility	Scenic Corridor
RC Rural Community	CR Commercial Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

\* The number following the RM label indicates the maximum density for the area. D is for density.  
 \* The number following the CMU label indicates the maximum FAR for the area.

This map does not include all parcel areas.  
 Map printed on March 7, 2018



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CITY of CALABASAS

**PLANNING COMMISSION AGENDA REPORT**  
**MARCH 16, 2016**

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**TO:** Members of the Planning Commission

**FROM:** Talyn Mirzakhani, Senior Planner  
Krystin Rice, Associate Planner

**FILE NO.:** 140000011

**PROPOSAL:** A resolution of the Planning Commission of the City of Calabasas recommending to the City Council certification of a Final Environmental Impact Report, approval of a statement of overriding considerations, and approval of File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069-078-009 and 2069-078-011). The proposed project includes: (1) a residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres (16.9% of the site); (2) a commercial component consisting of a 66,516 square-foot, four-story hotel occupying approximately 2.91 acres (3.8% of the site); and (3) preservation of approximately 61.0 acres (79.3% of the site) as permanent open space. Development of this project would require a significant amount of remedial grading to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: General Plan Amendment, Zoning Map Amendment, Tentative Tract Map, Development Plan, Conditional Use Permit, Site Plan Review, Oak Tree Permit, and Scenic Corridor Permit. The project site is currently zoned Planned Development (PD); Residential-Multifamily, 20 units per acre (RMF (20)); Open Space-Development Restricted (OS-DR); and is within the Scenic Corridor (-SC) overlay zone.

**APPLICANT:** The New Home Company

**OWNER:** The New Home Company

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## **EXECUTIVE SUMMARY:**

The proposal before the Planning Commission is a development project consisting of a 71-home subdivision tract, a 120-room four-story hotel, and 61 acres of open space on a 77-acre property located at the intersection of Agoura Road and Las Virgenes Road. Slightly over two years ago, the applicant, the New Home Company, Inc. initially applied for City approvals for construction of a 149 home subdivision and a four-story hotel, leaving only 56 acres as open space. Although this original proposal was in conformance with the commercial and residential density requirements outlined in the City's General Plan, the developer was prompted by staff, the Architectural Review Panel, and local residents to refine the project further. Following several rounds of City reviews and re-design efforts, the resulting project now constitutes an optimal arrangement of land uses at reduced densities to accomplish multiple objectives: 1) Conformance with the City's General Plan; 2) Remediation of a large on-site ancient landslide which poses a significant general public safety risk; and 3) Minimization of aesthetic impacts to the Ventura Freeway and Las Virgenes Road scenic corridors.

- 1) General Plan Consistency. As now proposed, the project will concentrate the new development on only 16 acres of the 77-acre property, leaving 61 acres as open space – precisely the acreages recommended in the Housing Element of the General Plan. Moreover, the project will protect hillsides, minimize potential traffic congestion, provide needed housing, and increase tax revenue to the City, all of which are desirable for development projects, as communicated through the goals, policies and objectives of the General Plan. General Plan consistency findings are documented in Section 4.7 of the Final EIR and this staff report. Finally, the project is significantly less dense than the allowable density under the General Plan (57% less dense commercial and 61% less dense residential).

*(See pages 37 - 40 of the staff report and Section 4.7 of the Final EIR for the detailed discussion.)*

- 2) Landslide Remediation. An ancient landslide occupies approximately 39 acres of the subject property. The slide constitutes most of the north-facing slope of the large hillside located along the property's southern boundary. As is discussed at length within the Final EIR and within the body of this staff report, the landslide must be remediated as a component of the subject proposal, and -- equally important -- remediation of the slide would be required of any proposed project on this property. Consequently, the scope, magnitude, and cost of remediating the slide directly and significantly affected every component of the project design. Roughly 72% of grading quantities for the project are attributable to the landslide remediation work. Thus, the same percentage of air quality impacts and construction noise impacts identified in the EIR also stem from the landslide remediation. Likewise, 51% of the oak tree impacts precipitate directly from the landslide repair component of the

project. In summary, roughly half of the construction related impacts associated with the project stem from the landslide repair, a project component which is necessary for any project that would come forward for the property.

*(See pages 8-9 and 15-16 of the staff report and Section 4.4 of the Final EIR for the detailed discussion.)*

- 3) Aesthetic Impacts. With keen awareness of the importance of protecting and enhancing the City's scenic corridors, the developer worked closely with the Architectural Review Panel (over five meetings), staff, and community members (via several outreach efforts) to develop a project design that keeps the proposed hotel and home sites well below the midpoint of the most proximate hillside ridgelines and sets the hotel and single-family dwellings well back from Las Virgenes Road. The result is a project design which manages to retain on-site the huge volume of grading material from the landslide repair, while also preserving hillside views to the fullest extent possible. Also the architectural designs for the proposed structures and associated landscaping were fine-tuned to comport with not only the scenic corridor guidelines, but also the design recommendations of the Las Virgenes Road Gateway Master Plan. Finally, while the project has been determined to create a significant adverse aesthetic impact under CEQA (see pages 129 - 131 of the FEIR), thereby requiring a Statement of Overriding Considerations, so too would most any project proposing alteration of this land. Meanwhile, the Final EIR finds that all other potentially significant impacts would be mitigated to levels below significance. Consequently, the project achieves an exceptionally high level of aesthetic quality, notwithstanding the lone negative CEQA impact determination.

The developer's approach of situating the homes on pads created off of the hillside is consistent with numerous developments in comparable size within the City (i.e. The Colony, Deer Springs, The Ridge). When designing a project located near a hillside, the options include terracing into the hillside and altering hillside views or locating the homes on pads off of the hillside and altering street level views. In the case of the proposed project, a significant portion of the hillsides is zoned OS-DR, limiting development to the lower portions of the site. This major factor, along with others discussed in the body of this report, resulted in a project design that locates the homes on a pad on the lower portions of the lot, where the structures will impact foreground views, but protect background views of the hillsides and ridges.

*(See pages 21-24, 34-36, and 43-44 of the staff report and Section 4.1 of the Final EIR for the detailed discussion.)*

- 4) Optimal Land Use Mix. The General Plan envisioned a highly dense, walkable mixed-use "village" concept for this property. In light of current market conditions, the applicant has determined that such a project is financially infeasible, and has

instead approached the site's development with a goal of reduced intensity and impact. Having combined a commercial hotel with a single-family subdivision on a compact footprint, while also preserving the 61 acres of open space, the project is broadly consistent with the mixed-use vision of the General Plan. Meanwhile, the project will provide the City with substantial tax revenue benefits, while also reducing several project related environmental impacts by virtue of a significant density reduction. To sum up, the project balances a number of competing constraints and interests. These include landslide repair, environmental impact minimization, community compatibility, General Plan consistency, economic viability of the project, as may be achieved by the private sector.

### **STAFF RECOMMENDATION:**

That the Commission adopt Resolution No. 2016-610, recommending to the City Council certification of the Final Environmental Impact Report (Exhibit E) and approval of all requested entitlement permits as described above, for File No. 140000011, associated with the proposed project located at 4790 Las Virgenes Road (APNs: 2069-078-009 and 2069-078-011).

### **REVIEW AUTHORITY:**

The Planning Commission is reviewing this project pursuant to Sections 17.76.050(A) (General Plan Amendment), 17.76.050(B) (Zoning Map Amendment), 17.62.070 (Development Plan), and 17.32.010(E) (Oak Tree Permit) of the Calabasas Municipal Code, which stipulate that the Planning Commission shall render a recommendation of approval or disapproval to the City Council. Additionally, Sections 17.41.100 (Tentative Tract Map), 17.62.020 (Site Plan Review), 17.62.050 (Scenic Corridor Permit), and 17.62.060 (Conditional Use Permit) of the Municipal Code stipulate that these applications shall be reviewed by the Planning Commission.

### **BACKGROUND:**

The project site encompasses 77.22 acres located at 4790 Las Virgenes Road. The site is located immediately east of the intersection of Las Virgenes Road and Agoura Road; the Ventura Freeway (U.S. 101) is located approximately one-quarter mile north of the project site.

The project site is largely undeveloped with some portions of the site exhibiting a high level of disturbance caused by fire clearance, previous grading, erosion control, and grazing. The predominant landform within the western portion of the site is a relatively flat

plateau located approximately 20-30 feet above the Las Virgenes Road. Two concrete-lined detention basins constructed as part of the adjacent single-family residential tract known as "The Colony" are present within the west-central portion of the site. The eastern portions of the site are predominantly hillside landforms, and an ancient landslide feature is present on the northwest facing slopes in the southeastern portion of the site. Two adjacent wetlands, fed by natural seeps, are located to the south of the main drainage, and an additional ephemeral wetland feature is located to the north of the main drainage. The project site also includes numerous vegetation communities.

Zoning and development rights for the project site pre-date the City's incorporation. In January 1991, before the City of Calabasas incorporated, the Baldwin Company obtained an entitlement through the County of Los Angeles for the development of a project called "Calabasas Park West," which included approvals for 550 homes, a church, a park, 627 acres of open space and 200,000 square-feet of commercial development on 1,276.4 acres of land, stretching from Parkway Calabasas to Las Virgenes Road. The City of Calabasas inherited this entitlement upon incorporation. While construction of the homes materialized into "The Oaks of Calabasas", commercial and institutional development slated for the western portion of the property (now the Canyon Oaks site) did not.

After the City's incorporation, the City took numerous steps over time, to de-intensify the commercial entitlements on this site. Post-incorporation, the City developed its first General Plan (1995) and Zoning Map (1998), which designated the eastern two-thirds of the 77.22 acre subject site for residential use, maintained the 200,000 square-foot commercial entitlement for the western portion of the property, and eliminated the institutional component.

In 2006, the project site was acquired by the Messenger Company, who initiated discussions with the City for a large, multi-building condominium development. The proposal was never formally submitted based on City concerns, mainly the lack of a commercial component and the developer's desire for excessive intensity of multi-story residential development in higher hillside areas. The City's concerns centered on maintaining the integrity of the hillside areas while concentrating development in the lower areas of the site.

In 2007, the City embarked on its General Plan Update, and envisioned the subject property as a mixed use of retail and commercial components, along with multi-family housing centered around a community green, all in a clustered setting to maximize open space on the site. At this time, the City reduced the site's usable/developable area to 16 acres by formally protecting the remaining acreage of the site as open space. To comply with the State's assessment of Regional Housing Needs at the time, the City elected to intensify the allowed multi-family density at this location, up to 20 units per acre as required by state law, rather than spread the allocation to less desirable sites throughout the City.

In January 2011, the Messenger Company submitted an official application for development of the subject site. In May 2011, the City circulated a Notice of Preparation (NOP) for the Messenger Development Project, which proposed a 22,000 square-foot shopping center, 158 residential units (75 single-family units and 83 multi-family units), including 8 affordable multi-family units, and neighborhood recreational facilities. The project proposed development of 25 acres (32%) of the site and dedicated approximately 53 acres (68%) to open space. The Messenger Company subsequently determined that the commercial component of the project was financially infeasible due to the economic recession, and they withdrew their application. The property was then acquired by the current owner, The New Home Company.

The New Home Company submitted an official application for the current proposal to develop the site on January 7, 2014, and submitted subsequent revisions on April 7, 2014, November 19, 2014, January 20, 2015, March 18, 2015, and July 9, 2015. The proposed project was reviewed by the Development Review Committee (DRC) on February 4, 2014, May 6, 2014, and again on December 16, 2014. The Architectural Review Panel (ARP) reviewed the project on March 7, 2014, June 27, 2014, February 6, 2015, May 29, 2015, and on July 24, 2015. The project was reviewed by the Traffic and Transportation Commission on February 24, 2015, and again, on May 26, 2015. The application was deemed complete on April 20, 2015.

In January 2015, the City's environmental consultants, Rincon Consultants, Inc., began preparing the Draft Initial Study for the proposed project. A Notice of Preparation of the Draft Environmental Impact Report (DEIR) was released on January 28, 2015; and a scoping meeting was held on February 18, 2015. The DEIR was made available for public review on July 10, 2015; the review period ended on September 1, 2015. Comments sent to Planning staff were responded to and incorporated in the Final EIR, attached as Exhibit E.

### **STAFF ANALYSIS:**

- A. Project Evolution:** The New Home Company's first official application on January 7, 2014, consisted of a request to construct 141 single-family detached homes and eight affordable condominiums, each linked via pathways to a resident-exclusive clubhouse and amenities; and a four-story hotel. Fifty-six acres of the site was proposed as open space with a trail component. The proposal included remedial grading to repair the ancient landslide. Following staff's review of the project, it was determined that there were numerous non-conformities with the City's Land Use and Development Code and General Plan, including but not limited to: 1) a 103 parking space deficiency; 2) a hotel design incompliant with the Las Virgenes Gateway Master Plan (LVGMP) and Scenic Corridor Development Guidelines; and 3) a development footprint was far greater than that allowed by the General Plan.

The applicant submitted revised plans on April 7, 2014, for a slightly reduced-size project, which consisted of 138 single-family detached homes and eight affordable condominiums, each linked via pathways to a resident-exclusive clubhouse and amenities and the four-story hotel. Fifty-seven acres of the site was to be preserved as open space and the new trails still remained as part of the project. After staff's review of the project, it was determined that the proposal continued to include a development area far greater than what is allowed by the General Plan.

After further review by the City's DRC and ARP, the applicant resubmitted a further reduced project on November 19, 2014, which included 67 single-family homes and four affordable units within two duplexes, a smaller resident-exclusive clubhouse with limited amenities, and a four-story hotel. Approximately 61 acres of the site now was to be preserved as open space and the new trails previously proposed were eliminated due to a revised development footprint. Remedial grading of the ancient landslide remained. Although Policy VII-4 of the General Plan's Safety Element discourages development within potential landslides areas, the development potential of the site, as characterized in the General Plan itself, cannot be realized without remediation of the landslide and eradication of the safety hazard it presents. In such a situation, General Plan Policies VII-1, -2, -5, and -6 shall apply; each of these policies is incorporated into the current proposal. These policies aim to minimize the potential for physical or economic loss from ground shaking and other geological events through comprehensive hazard-mitigation programs and efforts including early identification, landform grading programs, and site-specific studies.

Staff's review of the revised project concluded that the new development footprint was now consistent with the area anticipated by the General Plan. The development proposal under review by the Commission is the optimal size project for this property. The project proposes development far below the density allowed for this particular site by the General Plan. Where the General Plan envisions up to 180 residential units and 155,000 square-feet of commercial development, in a specific vision for this site, the project proposes 71 residential units and 66,516 square-feet of commercial development, in compliance with density levels established by the General Plan. It limits development to the 16-acre developable area allowed under the General Plan; it proposes commercial development 57% less dense than what the General Plan allows and residential development 61% less dense than what the General Plan allows; and it maintains 61 acres of open space and proposes permanent protection of it.

Additional reviews were completed by the City's DRC, ARP and staff to further refine the project for compliance with the City's codes and all applicable plans, prior to arriving at the current proposal. Details of further refinement are discussed in the "Architecture" section of this staff report.

**B. Project Description:** The proposed project involves the development of residential and commercial uses and protection of open space areas on an undeveloped site of approximately 77 acres. Due to the unique nature of the site, there are several key components to the proposed project as a whole that dictate the ultimate development of the site. The first of these key components is the required remediation of an approximately 39-acre ancient landslide, without which any development of the site would be infeasible. As part of this component, great emphasis was placed on balancing the earthwork on site, per Policy IV-31 in the General Plan, in an attempt to minimize environmental impacts. The second key component is preservation of 61 acres of largely hillside open space on a 77.22 acre property, limiting the development to a 16-acre triangular area traversing the existing canyon on site. The third key component is proposing a project that includes the right economic mix (in terms of developer's return) to be able to remediate the landslide, thereby promoting overall safety for this site and the adjacent Colony residential development. The fourth component is meeting the General Plan's goals of maximum feasible view preservation. The proposed project accomplishes these key components while proposing a development far less dense than what the General Plan allows. In turn, environmental impacts would be greatly reduced with the proposed project, in comparison to one that proposes buildout of the General Plan's exact vision.

The project's various components are described below:

***Landslide Remediation*** – The proposed project includes the necessary remediation of an ancient landslide on the southern portion of the site. The remediation of the landslide addresses a hazard that presents a safety risk not only for the site itself, but also for adjacent properties. Regardless of whether or not a project is constructed on this site, the landslide is a safety hazard to the site and adjacent sites. Approximately 39 acres of the project site would be graded, including grading to remediate the existing landslide. Non-remedial site grading would involve 613,183 cubic yards of cut and 569,544 cubic yards of fill, with a net of 43,639 cubic yards. Based on anticipated soil shrinkage (the reduction in bulk volume that occurs as soils are compacted), no export would be required. The project's remedial grading would reshape and terrace the land to stabilize the ancient landslide hazard area. This remedial grading would involve an estimated 1,577,899 cubic yards of cut and 1,240,185 cubic yards of fill. All 1,577,899 cubic yards would be used onsite as fill, due to soil shrinkage it would total the fill needed onsite and none would be exported. Balancing the remedial grading work on-site is key, as it significantly reduces environmental impacts that stem from hauling excessive amount of dirt off-site.

Remediation of the landslide played a pivotal role in the shaping of this project. The site has to be stabilized to eradicate the safety hazard presented by the landslide. The site then has to be graded to accommodate a commercial development pad and pads for the residential component of the project, while balancing all the earth on-site. Pad

elevation and placement was a strategic result of balancing the site and limiting development to a pre-established 16-acre area.

**General Plan and Zoning Map Amendments** – The current General Plan land use designations for the project site are Planned Development (PD), Residential Multiple-Family 20 units per acre (R-MF-20), and Open Space Resource Protection (OS-RP). The zoning designations are Planned Development (PD), Residential Multi-Family (RM-20), and Open Space Development Restricted (OS-DR), with a Scenic Corridor (-SC) overlay zone designation. Pursuant to the 2030 General Plan Land Use Element, the Planned Development (PD) land use designation permits a maximum of 60 multi-family dwellings units and 155,000 square-feet of commercial (office/retail) development. Pursuant to the Land Use and Development Code, properties zoned PD warrant detailed planning because of the presence of unique features, environmental conditions, or development constraints; and for this reason, the development standards for a property zoned PD are established uniquely for that site via a Development Plan. No pre-established development standards exist related to: lot area; density; FAR; and setbacks. Pursuant to the 2030 General Plan Land Use Element, the Residential-Multifamily (R-MF (20)) land use designation permits a basic land use intensity of 2 dwellings/acre up to a maximum of 20 dwellings/acre. Development is not permitted within the Open Space Resource Protection land use designation.

The project applicant is requesting approval of a General Plan amendment and zoning map amendment that would modify the existing land use and zoning map designations. The City's 2030 General Plan land use map (see Figure II-1 in Exhibit D) depicts a compact triangular development area that is widest along the western property line (fronting Las Virgenes) and narrowing as it traverses east, up the valley. The proposed development footprint follows the basic parameters of the land use plan. Furthermore, the proposed new land use and zoning maps maintain the General Plan's clear intent to protect the upper hillsides of the site from development.

Approval of the proposed project would establish a land use and zoning designation of Commercial Retail (CR) over the project's proposed hotel (approximately 3 acres). The residential component of the project site would continue to be designated R-MF-20 and zoned RM-20 (approximately 13 acres). The areas outside of the project's proposed development footprint (approximately 61 acres) are proposed for open space preservation and thus would retain the existing OS-RP land use designation and OS-DR zoning. A Development Plan (DP) overlay zoning is requested for the commercial and residential components of the site, which permits flexibility in site planning and design, in order to achieve a project of greater quality. The site would retain its Scenic Corridor (-SC) overlay zone designation. The General Plan amendment and zone change are triggered by the commercial component of the proposed project. While the existing PD zoning allows for a variety of commercial uses, including retail and office, it

does not allow for the proposed hotel use. The requested CR zoning and B-R General Plan land use designation would accommodate the proposed hotel.

**Residential Component** – The residential component of the proposed project would include a gated community with 67 small-lot, single-family detached homes and four affordable units within two duplexes. The affordable units are included to satisfy the City’s affordable housing requirement, as required by Section 17.22 of the Land Use and Development Code. The four affordable units shall be rented or sold at prices affordable to households with an income of up to fifty (50) percent of the County median income. Although the applicant, per State Law, is eligible for a density bonus and one concession for providing on-site affordable housing, they have not sought either one of those as part of the proposed project. The residential area would be approximately 13.03 acres and all buildings would be Monterey styled architecture. Single-family homes and duplexes would be two stories and less than 30 feet in height. The recreational facility would include a pool, spa and one-story building less than 20 feet in height. The proposed residences would be constructed on building pads adjacent to and southeast of the commercial hotel component of the project.

**Commercial Component** - The commercial component of the proposal would consist of a 66,516 square-foot, 120-room, four-story hotel on 2.91 acres of the project site. The hotel would have a building footprint of approximately 16,965 square-feet. Similar to the residential component, the hotel would also be designed with Monterey styled architecture. The hotel would be designed at the quality level of a “four star” facility. This hotel would be designed to achieve a LEED silver rating through a compact footprint, landscaping with native and drought-tolerant plants, and energy and water efficient design features. Included in the plans is an approximately 10-foot high sloping landscape wall (i.e. Verdura wall) that acts as a berm along Las Virgenes Road and across the length of the hotel, which would serve to screen views of the hotel from Las Virgenes Road. The existing Las Virgenes Road elevation is approximately 775 feet amsl (above mean sea level) along the project frontage. The hotel would be approximately 55 feet in height at the top of the high tower, 53 feet in height at top of the low tower, and 43 feet in height to the top of the main roof ridge. However, the hotel would be located on a building pad lowered to below existing grade (proposed pad elevation of 792 feet amsl), which in combination with the proposed sloping landscape wall, would reduce the appearance of its height from Las Virgenes to below three stories. A system of pile-supported retaining walls, required to create the building pad and ranging in height from 1-foot to 30-feet, is proposed to the north and east of the hotel pad (see Sheet C-16 of Exhibit B). Visibility of the tallest segments of these walls would be blocked by the hotel structure.

**Open Space Component** - Approximately 61 acres of the site of the site would be preserved as designated open space. Preservation of these 61 acres is required by the General Plan’s existing OS-RP designation for this area and this designation will be

maintained for this area. Additionally, this protection will be enhanced via a deed restriction. This area includes undisturbed open space, slopes, mitigation areas, and easement area for flood control purposes. In addition to the 61 acres, the project also provides an internal walkway system and public sidewalk linkages to afford access to existing, local trail systems surrounding the site.

***Tentative Tract Map*** – Among the requested entitlements is a tentative tract map. The project includes a proposal to divide and reorganize the existing two parcels within the subject site into five parcels. Parcel A embodies the commercial component. Parcel B embodies the entire residential component and the private street (the continuation of Agoura Road). Parcel C is a 1.46 acre easement to the Los Angeles County Flood Control District for maintenance of the proposed debris basin. Parcel D includes open space areas, slopes, and mitigation areas. Parcel X is a 0.08 acre public street dedication along Las Virgenes Road. The proposed parcel layout is shown on Sheet C-1 of Exhibit B. A condominium map is proposed for Parcel B, with each “exclusive use area” being sold as a fee-simple “lot.” Owners will have an undivided interest in the common areas, including the proposed clubhouse.

***Hydrology/Erosion Control*** – As part of the proposed project, a de-silting basin/detention basin is proposed in the tributary canyon upstream (east) of the primary grading boundary to intercept the upstream stormwater runoff, catch any debris, and convey the 50-year burn stormwater volume through the project site. Ultimately, the stormwater would be conveyed to the existing city storm drain system located at western property boundary. The existing temporary detention basin constructed as part of the adjacent single-family residential tract (The Colony) and located on the southwest portion of the site would be removed as part of site development.

***Wetland Restoration*** – The proposed project also includes a wetland mitigation plan. The main drainage system on the project site conveys flows generally east to west, with smaller upland ephemeral features contributing from the surrounding hills, all discharging into Las Virgenes Creek located west of the project site via a storm drain system. Two adjacent wetlands, fed by natural seeps, are located to the south of the main drainage, and an additional ephemeral wetland feature is located to the north of the main drainage that includes two separate wetland features, also fed by natural seeps. Wetland and riparian habitats are protected on a Federal, State, and local level. Construction activities would temporarily and permanently affect regulated waters and associated riparian and wetland areas on-site. Grading required to repair the landslide and accommodate the project triggers impacts to the wetlands. Accordingly, the proposed project includes an on-site restoration of wetlands. The currently proposed conceptual mitigation plan (Page C-19, C-20 of Exhibit B) shows that up to approximately 2.1 acres of waters and wetlands could potentially be created on-site, in addition to restoration of approximately 1.67 acres of native upland scrub that is intended to provide a buffer for the newly created features on-site. The applicant is

required, per mitigation measure BIO-4(b) of the EIR, to provide as much in-kind waters and wetlands creation within the project site boundaries, as feasible, at a minimum 1:1 mitigation ratio, or as otherwise indicated by regulatory agencies during the permitting process.

**Oak Tree Restoration** - The proposed project also includes an oak tree restoration plan. The City of Calabasas Oak Tree Regulations (Section 17.32 of the City's Land Use and Development Code) provide for the protection and replacement of trees that have the potential to be disturbed by development. All oak tree and scrub oak habitats are considered to be "protected trees" and thus are subject to the tree protection and preservation standards of the Oak Tree Preservation and Protection Guidelines. The project's oak tree report identifies 198 oak trees on-site (Oak Tree report included in Appendix C of the Final EIR). Of these, 145 oak trees on-site would not be affected by the proposed project, but 53 oak trees would be affected by proposed construction activities (mainly due to landslide remediation and installation of a detention basin):

- Thirty-nine (39) trees would be removed 18 of which are heritage oaks; and
- Fourteen (14) trees would be partially affected (encroached upon), 11 of which are heritage oaks.

Impacts to oak trees are as shown on the proposed Oak Tree Mitigation Plan (Sheet LA-9 of Exhibit B), 410 oak trees are proposed to be planted on the graded slopes, at prominently visible locations along Las Virgenes Road, and within the areas designated for biological habitat mitigation to mitigate for the loss of 39 trees. Twenty-four of these oaks would be specimen oak trees (60-inch box trees or larger), which would be planted near the entrance to the project site on Las Virgenes Road.

**Infrastructure Improvements** - The final component of the proposed project relates to improvements to Las Virgenes Road. The project site's Las Virgenes Road frontage currently does not contain sidewalks. As part of the proposed project, landscaping and sidewalks would be provided along the project frontage, which would close a significant "gap" in pedestrian facilities located along the east side of Las Virgenes Road. This would also establish a link to the trail located approximately 900 feet north of the subject site. Furthermore, the project proposes to construct a pedestrian friendly network of streets within the on-site residential neighborhood in order to provide convenient non-motorized vehicle access to the on-site commercial use. In addition to these proposed street improvements, the applicant would be required to pay fair share fees for construction and implementation of City-initiated improvements to Las Virgenes Road.

- C. Site design:** The 2030 General Plan recognized the uniqueness of the site by zoning a large portion of it as Planned Development (PD), which is intended to accommodate a

mix of uses with special standards that address the unique features, conditions, and constraints present. The site constraints specific to this project site include:

- a. A pre-established 16-acre footprint on a 77-acre site, which promotes a clustered-type development;
- b. An on-site ancient landslide that must be remediated, to ensure this site and the adjacent Colony residential development's safety;
- c. The need to balance the grading earthwork on-site to eradicate the need for significant amounts of soil export, per General Plan Policy IV-31;
- d. Access to the development is permitted only through the intersection of Las Virgenes Road and Agoura Road (per the direction of the City Engineer) in order to align proposed access properly with the current T- intersection;

Project design also had to consider the following:

- a. Locating a new detention basin (to replace the existing temporary basin) in a location where it would capture runoff as close to the source as possible;
- b. Accommodating a large storm drain pipe, that must connect to an existing storm drain at Las Virgenes Road, within a relatively straight street east to west alignment across the site;
- c. Developing the site in a manner that minimizes impacts to oak trees and oak woodlands;
- d. Consistent with the clustered development goal, locating the proposed homes closer to existing residences; likewise, locating the proposed commercial component closer to existing commercial uses.

The proposed site design was developed to accommodate all of the above-mentioned constraints and factors, while staying within and reducing the allowed development density and development footprint, and while considering the site's location within a designated scenic corridor. Within the 77-acre project site, the General Plan and Zoning Map limit development to a 16-acre triangular area, the base of which is along the western property line. The proposed site plan focuses development within this 16-acre triangular area and maintains the remainder of the property as open space as required by the General Plan. Access to the project is provided via a new private street, which would be an extension of Agoura Road at its current terminus at Las Virgenes Road.

The location of the hotel was dictated by the commercial site's proximity to Las Virgenes Road, creating ease of access for both pedestrians and drivers, and siting the proposed commercial use adjacent to existing commercial uses along Las Virgenes Road. To create a large enough pad that could accommodate a 66,516 square-foot commercial structure and the associated parking lot, that portion of the site requires a significant cut and construction of extensive retaining walls. The siting, layout, and general design of the hotel was revised five times in response to ARP's comments and direction, the details of which are discussed in greater detail in the following sections. As currently proposed, the hotel maintains a 100-foot setback from the western property line (along Las Virgenes Road), and a 76-foot setback from the northern property line. Additionally, the southernmost point of the hotel is approximately 150-feet from the nearest proposed residence. Included in the hotel site plan are: parking; a porte cochere; a pool; bicycle racks; and a trash/recycle area.

The proposed gated residential community is located in the middle of the developable triangular area in an attempt to situate pads along the existing valley and off of the hillsides, consequently minimizing impacts to views of the hillsides that could result if a more "terraced" approach was proposed. Due to required remedial grading and the requirement in the General Plan to balance dirt on-site, the applicant is proposing to fill the valley with the soil from the grading, creating a plateau, on which the residential pads would be established. Pad elevations for the proposed residences range from approximately 836 feet amsl along the westernmost residential building pads to approximately 858 feet amsl at the easternmost residential building pad. Pad elevations increase from west to east in a very minimal and gradual fashion. The residences would be accessed from the new private street, the extension of Agoura Road. Gates for the community are proposed halfway up this private street. The street then leads to a loop street, along which the proposed 71 homes are situated. The loop and the layout of the homes along that loop almost exactly mimic the loop and layout of the neighboring "Colony" community. The loop, however, is rotated 90 degrees counter clockwise, in comparison to the "Colony" project, and this accommodates an almost straight street from east to west, within which the proposed storm drain can be buried. The proposed debris basin location at the easternmost tip of the residential development captures run off from the main drainage channel traversing the site and directs it into the above-mentioned proposed storm drain.

The 67 proposed small-lot single-family homes, a type of residential unit that is allowed within the RM zone, range in size from 2,730 square-feet to 3,027 square-feet, range in height from 26 feet to 28 feet, and are situated on "exclusive use areas" ranging in size from 4,163 square-feet to 6,759 square-feet. The exclusive use areas on which the two affordable duplexes are located are on opposite sides of the loop. The affordable units range in size from 865 square-feet to 1,610 square-feet. Side setbacks for the proposed residences range from 5-feet to 23.6-feet. Front setbacks range from 10-feet to 42-feet. Rear setbacks range from 5.8-feet to 34.4-feet. A minimum 10-foot

separation is maintained between structures. Per Section 17.12.145(C) of the CMC, each unit is provided with private outdoor space that exceeds the minimum requirement of 225 square-feet. The requested reduced lot sizes and setbacks (discussed in further detail in the Development Plan section of this report) accommodate a clustered development project, per the land use policies of the General Plan. Clustered development yields a more desirable and environmentally sensitive development plan, while preserving the maximum amount of open space land on this site, minimizing development on the sensitive hillsides.

A 1,346 square-foot clubhouse and community pool are located near the center of the loop, easily accessible to all of the residences. The clubhouse has a maximum height of 19.5 feet.

As mentioned previously, the subject project proposes development far below the density allowed for this particular site by the General Plan. Where the General Plan envisions up to 180 residential units and 155,000 square-feet of commercial development, in a specific vision for this site, the project proposes 71 residential units and 66,516 square-feet of commercial development, in compliance with density levels established by the General Plan. The project as a whole, inclusive of the hotel, all 71 residences, and the clubhouse, proposes a total site coverage calculation of 21.4%, based on a net site area of 74.22 acres. The proposed pervious surface calculation for the site is 70%, meaning that 70% of the site will remain permeable for proper water infiltration. The proposed 21.4% site coverage is in conformance with the maximum allowed site coverage of 55% in the RM zone and 78% in the CR zone. The proposed pervious surface of 70% is in conformance with the minimum required pervious surface of 45% in the RM zone and 22% in the CR zone. Therefore, in terms of density, site coverage, and pervious surface, the proposed project complies with applicable development standards.

- D. Geology and Landslide Stabilization:** RJR Engineering Group, Inc. provided a series of site specific geologic and geotechnical engineering feasibility studies for the project site. Geotechnical studies are included as Appendix D to the Final EIR (Exhibit E). All studies were reviewed and approved by the City's Public Works Department (Exhibit J). The following evaluation is primarily based on RJR's studies.

The project site is part of the northern edge of the Santa Monica Mountains system and thus it has experienced structural deformation and folding typical of the regional geomorphology. Overall, the Calabasas and Modelo Geologic Formations underlie the site. The site is also underlain by fill, alluvium (soil deposited by water), colluvium (soil transported by gravity), landslide debris, and sedimentary bedrock. The project site is susceptible to seismic hazards, including liquefaction and earthquake-induced landslides. Therefore, all proposed structures will incorporate appropriate design

techniques, per the California Building Code (CBC) and the City's geotechnical conditions, to withstand the existing geotechnical conditions.

Landslide and slope stability hazard areas are found within the project area, as the topographical terrain consists of natural slopes ranging from 2:1 (horizontal to vertical) up to 1:1; in tributary canyons slope gradients reach up to 1:30. Surficial and deep seated landslides were observed during the site investigation of the site and on the slopes immediately above the property. The prominent feature is the landslide located on the southern slope which extends to the south-southeast off-site. The remaining features identified are primarily surficial debris flows located within existing drainages or shallow creep affected slopes. In the present configuration, the existing landslide may be prone to re-activation in the event of a strong to severe earthquake. Potential impacts that could be associated with the existing landslide include slope deformation and surficial slope instability. The landslide hazard has the potential to impact not only the project site but also the existing development to the west of the site. The location of this landslide feature is shown on Page 219 of the Final EIR (Exhibit E).

As part of the proposed project, existing landslide materials are proposed to be removed and recompacted with engineered fill material. According to RJR's geotechnical report, this would provide sufficient support for all of the proposed slopes and structures. In addition, any slope deemed able to discharge runoff or debris directly onto a developed area and any slope that does not provide sufficient factors of safety would be removed and reconstructed using acceptable techniques for hillside construction. Slopes would be constructed in a sufficient configuration, along with an appropriate shear strength and drainage system, to achieve the appropriate performance of the slope. Essentially, this performance level would be achieved by removing on-site landslide deposits and placing properly compacted engineered fill at the appropriate buttress locations, along with appropriate benches and sub-drain infrastructure in conformance with CBC requirements. The City of Calabasas Public Works Department shall review and approve all final plans for landslide remediation prior to issuance of a grading permit.

- E. Grading and Hillside Development:** The proposed project would not involve direct alteration to nearby ridgelines that are designated as scenic resources in the 2030 General Plan. In fact, the nearest designated significant ridgeline is approximately one-half mile away. However, because of the requirement to remediate the landslide, the project does necessitate grading of approximately 39 acres of the site's natural landforms, which are marked by natural hillsides, oak trees, seep-fed wetlands, and ephemeral drainages, into pads designed to support buildings, roadways, drainage improvements, and remediated slopes. The proposed grading would involve re-contouring of the existing hillsides and filling of the existing canyon feature to create a series of building pads that range in elevation from 790 feet amsl to 858 feet amsl. Approximately 23 acres of the proposed hillside grading (more than one half of the

grading area) is required in order to remediate the existing landslide feature. The proposed grading plan (Page 63-67 of the Final EIR) has been reviewed and approved for feasibility by the City's Public Works Department.

Policy IX-44 of the 2030 General Plan Community Design Element states that it is the City's policy to "Preserve large areas of natural hillsides and other dominant natural features visible from the Ventura Freeway." The proposed project would not significantly affect views from U.S. 101 (the Ventura Freeway) because the upper portions of the hillside that can be readily viewed from U.S. 101 would not be altered. The Calabasas 2030 General Plan specifically envisions the development of the lower portions of the project site near Las Virgenes Road with a mix of commercial retail and residential uses. Given the current environmental constraints present on the project site (steep slopes, oak trees, and an existing landslide condition) site development as envisioned in the General Plan, and as proposed by the applicant, would require the removal or modification of potentially scenic resources, including oak trees, natural slopes, and native vegetation.

To mitigate for these impacts, the project's grading would contour slopes to mimic the surrounding natural landscape. When combined with the project's wetland mitigation and oak tree mitigation, the project's landscaping and contour grading would reduce the project's impacts to native vegetation and natural slopes in order to best reinstate a natural hillside look while still repairing the ancient landslide.

- F. Hydrology and Drainage: The project site is located in the upper portion of the Malibu Creek watershed, a part of the greater North Santa Monica Bay watershed management area. Specifically, the site is located in the vicinity of Las Virgenes Creek, which is the primary hydrologic feature within the western portion of Calabasas. A portion of the site sits within a natural drainage valley and thus serves as the collection point for a number of smaller natural hillside drainage channels. Storm waters flow from the eastern portions of the site to the west, through natural channels to an existing debris basin located adjacent to the "Colony" development. Site drainage is collected within an existing on-site debris basin and conveyed via reinforced concrete pipe under Las Virgenes Road and into Las Virgenes Creek.

The proposed project would include a number of drainage improvements to accommodate the changes in site hydrology. Pages 283 and 285 of the Final EIR show the project's proposed on-site hydrologic conditions and proposed drainage improvements. Based on the proposed drainage system design, the post-development run-off flow rate would be 393.27 cfs during a 50-year capital storm. When compared to existing conditions, the proposed project would incrementally increase the flow rate by 6.21 cfs (approximately 1.6 percent).

A debris basin is proposed in the tributary canyons to intercept the primary design storm runoff, catch debris, and convey the 50-year volume to the existing downslope storm drain system located adjacent to the western property line. The debris basin is proposed to capture 8,750 cubic yards of debris, as required by the Los Angeles County Public Works Debris Dams and Basins Design Manual. The proposed basin would replace the existing (and temporary) basin constructed as part of the existing residential subdivision located in the southwest portion of the site (The Colony). Storm drain lines would be extended from the existing system installed for The Colony project into the proposed tract to accommodate drainage. Overall, no detrimental downstream impacts would result.

Additionally, the project applicant has proposed a number of Low Impact Development (LID) Best Management Practices (BMPs) to promote infiltration, on-site storage and re-use, and water quality treatment. Dry well infiltration units are proposed beneath each street catch basin to intercept and treat runoff from building pads and streets. The project includes installation of 20 dry wells beneath the on-site catch basins to treat the total excess runoff volume and satisfies Los Angeles County LID requirements. Compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP) and Los Angeles County LID BMPs would reduce surface runoff related impacts to the maximum extent practicable and impacts to on-site hydrology would be less than significant. The proposed drainage plans have been reviewed and approved for feasibility by the City's Public Works Department.

**G. Biology:** The potential impacts of the proposed project on biological resources are analyzed in extensive detail in Chapter 4.3 of the Final EIR. Per the policies of the General Plan, the project proposes mitigation of all impacts to wildlife movement and biological habitat. This section provides a summary of the following key discussions: wildlife species; wildlife movement; plant species; wetlands and riparian habitat; and oak trees.

- ***Wildlife Species:*** No Federally- or State-listed wildlife species were observed on-site during surveys conducted by Rincon Consultants, Inc. Locally important animals (including California coastal whiptail, coast horned lizard, western mastiff bat, and western red bat) are expected to occur within the site during the construction period and may potentially be affected by construction activity. Although there is a low potential to affect an entire population of one or more of these species on-site, injury to individuals of these species may result from the proposed project. As such, potential impacts to locally important wildlife species would be potentially significant unless mitigation is incorporated. Birds protected by the California Fish and Game Code (CFG) and the Federal Migratory Bird Treaty Act are expected to nest on-site. Individuals of locally important avian species (Cooper's hawk, Nuttall's woodpecker, Allen's hummingbird, oak titmouse, and southern California rufous-crowned sparrow)

were observed on-site and may potentially be affected by construction activity. Since construction may occur during the breeding season (construction proposed between April and October), potential direct and indirect impacts to protected nesting birds would be potentially significant unless mitigation is incorporated. To avoid project-related construction impacts to special-status wildlife species and protected nesting birds, the Final EIR requires implementation of two mitigation measures, BIO-1(a) and BIO-1(b), pre-construction special-status wildlife surveys and nesting bird surveys one to two weeks prior to commencement of construction activities.

- **Wildlife Movement:** The project site is not located within any mapped regional wildlife corridor or linkage (i.e. Santa Monica-Sierra Madre Connection). However, the project site is situated in the western portion of the City's mapped Wildlife Linkage and Corridor. The total width of the mapped corridor at the 77.22-acre project site is approximately 1.0 mile. The planned development would convert a portion of the site's natural areas, which contain natural hillsides, oak trees, seep-fed wetland features, and ephemeral drainages, into graded pads designed to support buildings, roadways, drainage improvements, and re-contoured and remediated slopes. In addition, a large portion of the hillside grading is required in order to remediate the existing landslide feature. The project construction/grading footprint (including the landslide repair area and all grading activity) is approximately 0.37 mile wide (39 acres); however, the permanently developed area of the site is approximately 0.25 mile wide (16 acres), since the landslide remediation area would be restored back to native vegetation.

Despite the project's proposed encroachment into the City of Calabasas Wildlife Linkage and Corridor designation, the existing open space surrounding the site (including the County of Los Angeles SEAs east of the subject corridor) would continue to provide passage for wildlife movement, and the proposed project would be generally compatible with adjacent commercial, residential, and open space land uses. Nevertheless, constriction of the City's mapped 1.0-mile-wide corridor by the project's 0.25-mile-wide permanently developed footprint (a 25 percent constriction of the corridor) is a significant, but mitigable, impact.

The combination of the project's proposed development components, the proposed landscaping and revegetation plans, mitigation of impacts to jurisdictional areas (including riparian and wetland habitats), and on-site oak tree/woodland replacement would reduce impacts to habitats considered essential for local wildlife movement and connectivity. Compliance with City standards for lighting in wildlife corridors would reduce impacts from project operation to wildlife movement and connectivity. Additionally, per Mitigation Measure BIO-5(a), the approximately 61 acres of open space proposed on-site

shall be perpetually restricted from future urban development by recordation of a deed restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&R) or by recordation of a conservation easement or similar instrument. Furthermore, Mitigation Measure BIO-5(b) requires that wildlife friendly fencing be used to provide permeability through and over fencing for access to adjacent habitats and to retain connectivity of the habitats on-site with the habitats off-site. Implementation of the abovementioned Mitigation Measures would reduce project impacts to wildlife corridors to a less than significant level.

- **Plant Species:** No Federally- or State-listed plant species are known to occur on-site, and the project is not expected to affect any listed plant species. However, six special-status plant communities (considered significant biotic habitats under the Calabasas General Plan Conservation Element) are present on-site. The overall construction footprint (inclusive of grading limits, slide repair, and/or fuel modification) associated with the proposed project totals 38.35 acres, 2.73 acres of which include special-status habitats. Approximately 30 percent of the special-status habitat on-site (2.73 of the 9.24 total acres) would be lost as a result of the proposed project. Implementation of measures BIO-4(a) (Agency Coordination), BIO-4(b) (Restore Jurisdictional Waters, Wetlands, Streambed/Banks, and Riparian Habitat), and BIO-6 (Oak Tree Permit) would mitigate for impacts to special-status plant communities and would reduce impacts to a less than significant level.
- **Wetlands and Riparian Habitat:** Construction activities, primarily landslide remediation and site grading, would temporarily and permanently affect regulated waters and associated riparian and wetland areas on-site. While much of the delineated jurisdictional areas on-site would be removed by the project, substantial on-site mitigation for these impacts is incorporated into the project design.

The Wetlands Mitigation Plan proposes to avoid most of the northernmost seep-fed wetland feature, and to resurface the large spring upslope on the south side of the existing access road. The resurfaced spring would provide perennial flows that would feed a newly constructed main drainage feature. The drainage feature would traverse the northern boundary of the proposed development. This newly constructed spring would be fed by the existing ground water that would be resurfaced in-place, as well as by water infiltrated via terrace drains proposed to be constructed as part of the landslide repair area. In addition to the re-created spring, two tributaries on the north side of the existing access road are proposed to drain into the newly created drainage. Both of these tributaries would be improved/restored by fine grading to broaden the areas and would also involve the installation of check dams (constructed of removed oak trees on-site

as part of the proposed development) to retain shallow underground flows which would resurface to create wet meadows. In addition, these tributary areas would include bio engineering, oak trunk weirs, and boulder clusters from on-site impacted sources to slow flows and stabilize banks. These design features have been incorporated into the proposed mitigation plan for the proposed project and are illustrated in Sheets C-19 and C-20 of Exhibit B. Regardless of the project's proposed biological mitigation plan, measures BIO-4(a) (Agency Coordination) and BIO-4(b) (Restore Jurisdictional Waters, Wetlands, and Riparian Habitats) are required to ensure that at least the minimum mitigation for impacts up to 2.27 acres of jurisdictional features are ultimately implemented.

- **Oak Trees:** As discussed in an earlier section, the project's oak tree report identifies 198 oak trees on-site. Of these, 145 oak trees on-site would not be affected by the proposed project, but 53 oak trees would be affected by proposed construction activities: 39 trees would be removed, 18 of which are heritage oaks; and 14 trees would be partially affected (encroached upon), 11 of which are heritage oaks. Implementation of Mitigation Measure BIO-6, which involves the replacement of 39 lost oak trees with 410 new individuals in accordance with a City oak tree permit, would reduce impacts to protected oak trees to a less than significant level (see Oak Tree Mitigation Plan - Sheet LA-9 of Exhibit B).

- H. Architecture and Aesthetics:** Analyzing project design and potential impacts to the existing community aesthetic is accomplished with substantial input and assistance from the City's Architectural Review Panel (ARP).

By definition, aesthetics and "impacts to aesthetics" are subjective. Something considered beautiful and artistically pleasing to one person may not be considered so by another. Similarly, an impact to a "beautiful thing", such as a view or landscape, may be substantial or not substantial, depending on one's point of view, feelings, and opinions. Furthermore, when attempting to anticipate a future change to existing aesthetic conditions, such a determination can be influenced by how the proposed changes are described or portrayed by others, as well as by any given person's own education and training, beliefs, prejudices, and feelings. The ARP is a volunteer body comprised of building and architectural professionals drawn from the local community.

Contributing factors to the aesthetic beauty of Calabasas, and particularly the City's scenic corridors, include several key natural elements, such as: rolling terrain dominated by mountain and hillside views; vegetation that includes native grasslands, sagebrush and oak trees; and a general absence of excessive nighttime lighting. However, the city's scenic corridors also benefit from aesthetic elements relating to the built environment, which include: well-designed buildings; abundant landscaping (on the various private properties, as well as within the roadway parkways

and medians), utilizing both native vegetation and ornamental plants and trees; attractive street furniture (light poles, fences, benches, etc.); and minimization or elimination of such aesthetic detractors as overhead wires, excessive signs and poles, and excessive nighttime lighting.

Given the parameters discussed above, the ARP, staff and decision-makers are challenged with evaluating aesthetics based on: 1) The General Plan, 2) the Las Virgenes Gateway Master Plan, 3) the Scenic Corridor Guidelines, 4) input and direction provided by the Architectural Review Panel members, and 5) the Environmental Impact Report. Thus, while the EIR may determine that the project creates an adverse impact to aesthetics, an entirely different determination of aesthetic impacts may be made based on the other guiding documents, principles, and inputs.

Accordingly, with regard to the subject project it is critical to understand that under CEQA and the CEQA Guidelines, a determination of significant adverse impact to aesthetics is a given, and will be the case for any project on this property due to the significant amount of grading required to stabilize the existing landslide condition, and the amount of natural habitat (i.e. oak trees and wetlands) that will be impacted as a result of the grading. This is because CEQA effectively mandates an adverse impact determination whenever a built environment replaces an un-built (or “natural”) significant environment, regardless of the comparative aesthetic qualities. Given this reality, and the fact that any development on this site will cause significant aesthetic impacts resulting from landform alteration, the proposal requires a statement of overriding considerations for this impact, discussed in detail below. Recognizing that in any form, style, or configuration the project would undoubtedly alter the existing “natural” aesthetic condition, the goal for the subject project has been to achieve the best possible aesthetic outcome for the greater community benefit. The result is an aesthetically pleasing development achieved through a balancing of desirable elements contributed from both the natural and built environments. The ARP reviewed the project very thoroughly, over five meetings (discussed in detail below), and concluded that the project achieves this goal. City staff concurs.

The proposed project design is the product of extensive deliberation among the applicant, City staff, and the City’s Architectural Review Panel (ARP) over a fifteen-month period of time. The proposed project was reviewed by the ARP on five occasions (see Exhibit F for ARP minutes). The first meeting took place on March 7, 2014. The Panel commented that the initial hotel design was too “boxy”, similar to the look of a low to mid-end corporate product and was not designed with Monterey style architecture, as is required by the Las Virgenes Gateway Master Plan. The Panel also commented that the hotel proposal did not comply with the Scenic Corridor Development Guidelines and was not compatible with other development in Calabasas. The Panel commented that the residential portion of the project was too clustered and “shoe-horned” into the site; and a greater distance was needed between

the Colony and the proposed homes. The Panel also commented that the homes looked too similar; and more stucco and roof tile color variation was needed.

The applicant returned to the Panel on June 27, 2014, with a project consisting of 138 single-family clustered homes in a grid-like pattern, eight affordable units, a resident-exclusive clubhouse and four-story hotel. The Panel posed questions to the applicant about situating the higher density clustered homes toward the rear of the project and moving the lower density homes closer to Las Virgenes Road. They also requested that the applicant make the roads within the development more meandering, with a resort-like feel, making better use of the topography.

The applicant returned to the Panel on February 6, 2015, with a further reduced project consisting of a 67 single-family homes with four affordable units within two duplexes, a smaller resident-exclusive clubhouse, and a four-story hotel. The new proposal eliminated the dense clustered-style development and grid-like street pattern for a small-lot subdivision design with meandering streets. At this meeting, the Panel stated that they appreciated and supported the quality, design, and new layout of the residential component of the project and agreed that the design of the residential component was authentic and refined, and met the intent of the applicable Design Guidelines. However, the Panel felt that the hotel design could yet benefit from further articulation and incorporation of more authentic Monterey-style design features, which included changes to roof forms and massing, more continuity among design elements, and careful detailing and enhancement of the façade along Las Virgenes Road. They commented that the hotel design should be more compatible with the residential homes so that it does not seem like it is a separate project.

The applicant returned to the Panel again on May 29, 2015, and presented them with new material samples of the revised brick and stone veneers, and roof material. The applicant also incorporated additional mature landscaping on the hill behind the Colony, per the Panel's request. The applicant stated that they hired the residential component's architect to design the exterior of the hotel to address the Panel's concern of establishing continuity between the proposed residences and the hotel, such that the entire façade of the hotel was redesigned. Nonetheless, the Panel commented that the hotel design could yet benefit from more changes to the roofline, refinement of the porte cochere wall design, introduction of accent material at the base of the building, and an increase in height of the tower element. The Panel strongly suggested that the applicant lower the hotel pad at least two feet, while raising the berm along Las Virgenes Road and placing the additional dirt at the housing pad. The Panel had no further comments on the residential portion of the project but requested the applicant return for further review of the hotel design.

The applicant returned for a fifth and final time on July 24, 2015. The Panel agreed that the applicant had successfully incorporated all of the changes that were previously

requested, resulting in a much more refined and more attractive hotel building, fitting for the scenic corridor. The Panel made a few additional suggestions including: slightly elevating the wall surrounding the pool or providing additional landscaping to soften this part of the structure and increase privacy of pool users; specifying the color of the window and providing a sample; and using a two-tile roof instead of a one-tile to match the historic authenticity of the remainder of the building. The Panel also suggested that the applicant specify the size and type of trees proposed within the berm and provide a sample of the Verdura wall at the Planning Commission public hearing, along with elevations demonstrating the impact of the Verdura wall from Las Virgenes Road (See Sheet LA-12 of Exhibit B). The Panel also asked the applicant to determine whether it was feasible to step back the planter wall and break up the 12-foot slope wall. The applicant later determined that this request was infeasible, as it would reduce the drive aisle width of the parking lot. The Panel ultimately recommended approval of the project.

- I. Site Access, Traffic, and Circulation: Access to the project site would be provided via a new private street (Street "A"), which would be an extension of Agoura Road at its current terminus at Las Virgenes Road. Prior to the City's incorporation, Agoura Road was classified as a major highway on the Los Angeles County Highway Plan. The City's current *2030 General Plan Update* reclassified Agoura Road as an arterial street "connecting the City of Calabasas with the City of Agoura Hills to the west." Agoura Road runs in an east/west direction and is oriented parallel to the U.S. 101. Street "A" would be a private street designated a local roadway and would provide access near the site's northern boundary to the proposed hotel and the residences. Street "A" would range from 36 feet wide at the entrance to the residential area to 59 feet wide at the entrance to the project site. The hotel driveway would be located on the north side of Street "A," approximately 115 feet west of the Agoura Road intersection. The project would also be required to complete all necessary frontage improvements along Las Virgenes Road to complete the ultimate street standard, including curb, gutter, and sidewalk.

Section 4.10, Traffic and Circulation, of the Final EIR analyzes the project's traffic impacts. The efficiency of traffic operations on a roadway is measured in terms of Level of Service (LOS). LOS A through F are used to rate roadway operations, with LOS A indicating very good (freeflow) operating conditions and LOS F indicating poor (congested) conditions. LOS A through LOS C are generally considered acceptable, while LOS D through LOS F indicate poor conditions. The City of Calabasas has adopted a LOS threshold of LOS C or better as the minimum acceptable operating standard for City roadway segments. Measuring traffic operation in terms of LOS is a universally accepted methodology for evaluating traffic impacts.

The trip generation for the proposed project is based on the types of land uses included in the project and trip rates published by the Institute of Transportation Engineers (ITE).

The trip generation estimates for the proposed project were developed using the corresponding ITE trip generation rates for “Single Family Detached Housing” (Land Use Code #210) and “Hotel” (Land Use Code #310). Trip generation rates developed by ITE are conservative estimates and include average trips associated with specific land uses, such as trips from guests, staff, and service people for hotel uses and service people, residents, and delivery trips associated with single family home uses. The average daily trip rate is 9.52 trips per single family homes, 8 trips per attached dwelling unit, and 8.17 trips per hotel room. The Draft EIR’s estimate of the project’s trip generation (1,650 Average Daily Traffic) is based on conservative, frequently applied trip generation rates.

The traffic impact analysis added the project’s generated trips to an estimate of existing traffic levels on area roadways. Existing average daily traffic (ADT) volumes for the study area roadway segments were collected in June 2011 during periods when the local schools were in session; thus they account for school traffic levels. A growth factor of one percent per year was applied to the 2011 volumes to develop current 2015 traffic volumes (based on input provided by Engineering staff). Additional spot counts were conducted in December 2014. These counts confirmed that the factored traffic volumes closely reflect current traffic conditions within the study area. Furthermore, new counts were collected on February 17, 2016 to reevaluate Existing and Existing + Project levels of service, after which it was determined that the addition of the project would not impact the intersections studied (see Exhibit L).

The EIR analyzes impacts to three roadway segments: Las Virgenes Road north of Agoura Road, Las Virgenes Road south of Agoura Road, and Agoura Road west of Las Virgenes Road. The EIR also analyzed impacts to six intersections: Las Virgenes Road/Mureau Road, U.S. 101 Northbound Ramps/Las Virgenes Road, U.S. 101 Southbound Ramps/Las Virgenes Road, Las Virgenes Road/Agoura Road, Lost Hills Road/Agoura Road, and Las Virgenes Road/Lost Hills Road. The EIR found that all three roadways would operate at acceptable LOS of “C” or better under existing conditions plus the project’s added traffic, buildout year (2019) conditions from existing development plus the project’s added traffic, and cumulative conditions from existing and other expected developments plus project conditions (inclusive of the proposed Rondell Hotel); therefore, the project’s impacts to roadways would be less than significant. The EIR found that all intersections except for the intersection of Las Virgenes Road/Lost Hills Road, would operate at acceptable LOS under existing plus project, buildout year (2019) plus project, and cumulative plus project conditions. Implementation of Mitigation Measure T-2, which requires payment of fair share fees for the construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road, would mitigate the project’s impacts to that intersection to a less than significant level. The EIR also found that the project’s estimated peak hour traffic levels are below the Congestion Management Program’s thresholds for freeway monitoring locations.

City has programmed improvements for roadways and intersections in the project area, scheduled to be completed within the next two years. The City has identified these improvements as feasible and is in the process of designing and implementing them. Because the project is less commercially and residentially dense than General Plan buildout of the project site, it would generate fewer trips than what could occur if the site were built out under current General Plan designations. As shown in Table 6-5 on page 391 of Section 6.0, *Alternatives*, of the Final EIR, the project would result in 6,446 fewer daily trips, 136 fewer A.M. peak hour trips, and 577 fewer P.M. peak hour trips as compared to General Plan buildout of the project site. As previously mentioned, the project proposes development far below the density allowed for this particular site by the General Plan. Overall trip generation associated with the proposed project is approximately 20 percent of the daily trips, 46 percent of the A.M. peak hour trips, and 20 percent of the P.M. peak hour trips that would result from General Plan buildout of the project site. In comparison to General Plan buildout of the project site, the proposed project would have a proportionally reduced impact to level of service (LOS) on roadways and intersections in the project area.

- J. Parking:** A parking matrix is provided on Sheet G-2 of Exhibit B. The project proposes 134 total parking spaces and 7 bicycle spaces within a surface parking lot for the hotel use. Section 17.28 of the Calabasas Municipal Code (CMC) requires 132 parking spaces and 6.6 bicycle spaces for a 120-room hotel. Therefore, the proposed parking for the hotel complies with the CMC requirement and offers two spaces more than what is required.

The project proposes a total of 285 parking spaces for the residential component of the project. This includes garage parking, spaces on driveways, guest spaces along the private streets, and one ADA space for the clubhouse. The total parking required by the CMC for the residential component is 234 spaces. Required parking is calculated using RM zoning district requirements (more restrictive than RS and appropriate for the RM zone in which the project is located). Therefore, the proposed parking for the residential component of the project complies with the CMC requirement and provides 50 more parking spaces than what is required.

- K. Landscaping:** The conceptual landscaping plans are included as Sheets LA-1 – LA-6 of Exhibit B. The project includes a total landscaped area of 11.43 acres, undisturbed open space of 36.32 acres, and a combined area of 4.7 acres for a vegetated bioswale, proposed riparian area, and a detention basin. The undisturbed open space referenced above is not the entire 61 acres of designated open space, which includes the landslide remediation area and wetland mitigation areas. The project would include a reclaimed water line accessible by both the residential and commercial components.

Landscaping would be planted along the main access roads, internal circulation paths, and the Las Virgenes Road frontage to provide a visual buffer. Landscaping is also

proposed around the hotel and residential structures, on the graded slopes, and within the proposed drainage improvements. The landscape plan's plant palette consists generally of native trees and shrubs, including coast live oaks (*Quercus agrifolia*), valley oaks (*Quercus lobata*), Western sycamore (*Platanus racemosa*), black sage (*Salvia mellifera*), white sage (*Salvia apiana*), and more. Native and ornamental trees and shrubs are proposed within landscaped parkways, recreation areas, and common area landscaping.

The photo simulations included as Sheets A-28 – A-41 of Exhibit B include the proposed project's landscaping from various views. The first seven images represent landscaping at installation; and the next seven images represent the same views, but ten years after installation. Landscaping on the berm adjacent to The Colony project (View "7") was significantly enhanced, per the request of the ARP.

The proposed conceptual landscape plan has been evaluated by the City's Landscape District Manager for inclusion of native and drought-tolerant materials, as well as by the County of Los Angeles Fire Department's Fire Prevention Unit for compliance with fuel modification requirements. The applicant is required to comply with the State's 2015 Model Water Efficient Landscape Ordinance. Per the Conditions of Approval, the applicant is required to submit a final landscaping design and documentation package to the City for review and approval by the Community Development Department prior to issuance of a grading or building permit.

- L. Lighting: The proposed lighting for the project consists of parking lot lighting, building mounted lighting, pathway lighting, roadway lighting, and recreational area lighting. The project's commercial and residential buildings are proposed adjacent to Las Virgenes Road in an area that is already developed and illuminated with existing commercial and residential land uses. The proposed hotel would be surrounded by on-site landscaping and would be setback over 400 feet from the nearest existing residence and approximately 150 feet from the nearest proposed residence to minimize impact to existing or proposed residential uses. The proposed residential development would also be surrounded by proposed landscaping. The recreational facility would be located approximately 600 feet from the nearest existing single-family dwelling units. The proposed landscaping around the perimeter of the development, the vertical and horizontal setbacks from existing development, and the surrounding hillside terrain will minimize light spillover.

Conceptual lighting and photometric plans, and light fixture cut-sheets for the proposed commercial and residential roadways and sidewalks, recreation area lighting, and hotel lighting plans have been reviewed and are in compliance with the requirements of the City's Dark Skies Ordinance that prevent light trespass and limit sky glow (see Sheets LT 1.00- LT 1.61 of Exhibit B). Final photometric plans shall be submitted to the City for review prior to issuance of building permits.

**M. Associated Project Permits:**

To accomplish the project, a number of permits or approvals are required: General Plan Amendment, Zoning Map Amendment, Tentative Tract Map, Conditional Use Permit, Development Plan, Scenic Corridor Permit, Oak Tree Permit, and Site Plan Review. Each of these is discussed below:

**General Plan Amendment and Zoning Map Amendment:** As discussed in prior sections of this report, the current General Plan land use designations for the project site are Planned Development (PD), Residential Multiple-Family 20 units per acre (R-MF-20), and Open Space Resource Protection (OS-RP). The zoning designations are Planned Development (PD), Residential Multi-Family (RM-20), and Open Space Development Restricted (OS-DR), with a Scenic Corridor (-SC) overlay zone designation. Pursuant to the 2030 General Plan Land Use Element, the Planned Development (PD) land use designation permits a maximum of 60 multi-family dwellings units and 155,000 square-feet of commercial (office/retail) development. Pursuant to the 2030 General Plan Land Use Element, the Residential Multi-Family (R-MF (20)) land use designation permits a basic land use intensity of 2 dwellings/acre up to a maximum of 20 dwellings/acre. Development is not permitted within the OS-RP land use designation.

The project applicant is requesting approval of a General Plan amendment and zoning map amendment that would modify the existing land use and zoning map designations. The City's 2030 General Plan land use map (see Figure II-1 in Exhibit D) depicts a compact triangular development area that is widest along the western property line (fronting Las Virgenes) and narrowing as it traverses east, up the valley. The proposed development footprint follows these basic parameters of the land use plan, proposing a wider development area along the western property line, narrowing as it traverses east across the valley, and preserving the remaining 61 acres of hillside as open space. Furthermore, the proposed new land use and zoning maps maintain the General Plan's clear intent to protect the upper hillsides of the site from development.

Approval of the proposed project would establish a land use and zoning designation of Business Retail (BR) and Commercial Retail (CR) over the project's proposed hotel (approximately 3 acres). The residential component of the project site would retain its R-MF-20 land use designation and RM-20 zoning (approximately 13 acres). The areas outside of the project's proposed development footprint (approximately 61 acres) are proposed for open space preservation and thus would retain the existing OS-RP designation and OS-DR zoning. A Development Plan (DP) overlay zoning district would be applied to the commercial and residential components of the site, which would provide flexibility in site planning and design, and would consequently produce a project of greater quality. The proposed land use map and zoning map are attached as Exhibits G and H, respectively. The General Plan amendment and zoning map amendment are

triggered by the commercial component of the proposed project. While the existing PD zoning allows for a variety of commercial uses, including retail and office, it does not allow for the proposed hotel use. The requested CR zoning and B-R land use designation would accommodate the proposed hotel.

The proposed amendment of the Zoning Map would re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus the addition of a Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and would remain zoned for such use with no diminishment of territory. As described above, the map amendment would retain the general shape and limits of the area as envisioned in the General Plan’s conceptual maps, while also aligning with the contours of the land and the Canyon Oaks project outline.

The proposed project would place a 66,516 square-foot commercial structure (the proposed hotel) in the same area where the General Plan currently allows up to 155,000 square-feet of commercial development. Similarly, the proposed project would place 71 residential units, in the same area where the General Plan currently allows up to 180 residential units. Therefore, the requested General Plan amendment and zoning map amendment would not create significant impacts with respect to land use compatibility.

**Vesting Tentative Tract Map:** The project includes a proposal to divide and reorganize the existing two parcels within the subject site into five parcels. Parcel A embodies the commercial component. Parcel B embodies the entire residential component and the private street (the continuation of Agoura Road). Parcel C is a 1.46 acre easement to the Los Angeles County Flood Control District for maintenance of the proposed debris basin. Parcel D includes open space areas, slopes, and mitigation areas. Parcel X is a 0.08 acre public street dedication along Las Virgenes Road. The vesting tentative tract map details are provided in the three sheets following Sheet A-41 of Exhibit B.

A condominium map is proposed within Parcel B. The individual “exclusive use areas” are identified on Sheets C-5 – C-7 of Exhibit B. The applicant proposes fee-simple ownership of each “exclusive use area”, where the homeowner will own the building (the house), the land and airspace within the individual “exclusive use area”, and an undivided interest in all common areas. The residential subdivision is designed to comply with the City’s Subdivision Design and Improvement standards (CMC Section 17.46), with the exception of the “Length of Loop” requirement (17.46.020(C)(5)), which is discussed in further detail as part of the Development Plan discussion. The proposed Tentative Tract Map has been reviewed for compliance by the City’s Department of Public Works.

**Conditional Use Permit (CUP):** Per Section 17.11 of the CMC, a “neighborhood community center” is a conditionally allowed use in the RM zoning district. Section 17.90 of the CMC defines “neighborhood community center” as:

*One or more buildings and associated structures and site improvements used for recreational, social, educational, and cultural activities, owned by a mutual benefit non-profit entity, such as a homeowners association, and not a public benefit non-profit entity, located in the same neighborhood as and operated solely for the benefit of the membership of the organization or the residents of the common interest development or neighborhood it serves. A neighborhood community center is accessory to a residential development and cannot be operated as a for-profit commercial business entity. Uses may include kitchen, classrooms, exercise areas, playgrounds, meeting rooms, multi-purpose rooms and swimming pools open to all residents of the common interest development or neighborhood and their guests for recreational uses such as tennis, basketball, soccer, and swimming, community events, and resident-hosted parties and gatherings.*

The proposed residential clubhouse is categorized as a “neighborhood community center;” hence, it requires approval of a CUP. These clubhouse-type facilities are common among gated residential communities. The proposed clubhouse is fairly small and accommodates only a clubroom, restrooms, and an outdoor pool. At the City Council’s discretion, the applicant may receive a certain amount of Quimby Act required recreational amenities impact fee credit for recreational areas provided as part of the clubhouse facility. The key with granting a CUP for this particular use in a gated community such as the one proposed, is to limit the use exclusively to residents and their guests and prohibit for-profit commercial activity. The Conditions of Approval provided in Exhibit A include a condition restricting the use of the clubhouse to residents and their guests and prohibiting any for-profit commercial activity.

Section 17.11 of the CMC also requires a CUP for hotels in the CR zone. The applicant is requesting a CUP for the proposed 66,516 square-foot, 120-room, four-story hotel, in conjunction with the request to re-zone a portion of the property to CR. According to the applicant, the hotel would be designed at the quality level of a “four star” facility catering to business and leisure travelers. This hotel would be designed to achieve a LEED silver rating through a compact footprint, landscaping with native and drought-tolerant plants, and energy and water efficient design features. Conditions related to the proposed hotel use are included in Exhibit A.

**Development Plan (DP):** Per Section 17.18.030 of the CMC, the -DP overlay zoning district is intended to provide for maximum flexibility in site planning and design for residential, commercial, and mixed-use projects. The -DP overlay zoning district may be applied where site characteristics and environmental resources, adjacent land uses, or other community conditions may be benefited by accommodations in site

planning or the design of structures that could not otherwise be accomplished through the development standards required by the primary zoning district. Development plans are encouraged to produce projects of equal or greater quality than that normally resulting from more traditional development, particularly for larger, multi-use projects such as this proposal. A -DP overlay district may be considered only when the resultant development pattern (when compared to that which would otherwise be accomplished without the overlay) will be more conformant with the policies of the General Plan and more effective in implementation of applicable General Plan policies.

Per Section 17.62.070 of the CMC:

*Development plan approval is required for the following: (i) all development proposed on a site that is subject to a development plan DP overlay zoning district, (ii) all development proposed within the PD zoning district, (iii) to establish setbacks for projects in the PF, REC and OS zoning districts, (iv) to modify the standards for multi-family projects pursuant to Section 17.12.145, (v) to increase the allowed height in the CR zones, (vi) to establish a parcel width and depth less than required by [Section 17.46.070](#) and (vii) subdivisions that propose a cluster development project pursuant to [17.18.030\(F\)](#). Development plans may also be utilized to modify development standards as set forth in this Title.*

Prior to the adoption of the 2030 General Plan, the eastern two-thirds of the 77.22 acre subject site was designated for residential use, and the balance of the property (the western portion) maintained an entitlement for 200,000 square-feet of commercial development. No portion of the 77.22 acre of the subject site was officially designated as protected open space. In 2008, as a result of a very thorough General Plan update process, the City Council designated the majority of the subject property as Open Space – Resource Protection (OS-RP). The intent was to concentrate development on a 16-acre triangular area centered on the valley that traverses through the property, while preserving the remaining 61 acres. The 16 developable acres were designated as Planned Development (PD) and Residential Multiple-Family 20 units per acre (R-MF-20). The PD designation provides the property owner flexibility in development standards in order to accommodate the permitted density (180 multi-family units and 155,000 square-feet of commercial) on a much smaller footprint than what was allowed under the previous General Plan. Although the applicant is now seeking to change the zoning of the commercial component of the project to CR, the request of a Development Plan overlay zone maintains the same regulatory approach, and is in keeping with the intent of the General Plan to cluster development toward the front, avoiding the hillsides, and with a mix of residential and commercial uses. This mechanism will continue to allow clustered development, within the parameters established by the General Plan, and on a limited segment of the property.

To accommodate a clustered development that would minimize development area, maximize open space, and reduce environmental impacts per the policies in the General Plan, flexibility in the following development standards is necessary and is sought via the request for a Development Plan:

- 1. Height (of the hotel) above 35-feet** – In the CR zone (zoning proposed as part of project), a height of over 35-feet is allowed via approval of a Development Plan. The proposed hotel would be approximately 55 feet in height at the top of the high tower, 53 feet in height at top of the low tower, and 43 feet in height to the top of the main roof ridge. Included in the plans is an approximately 10-foot high landscaped berm along Las Virgenes Road and across the length of the hotel, which would serve to screen views of the hotel from Las Virgenes Road. The hotel would be located on a building pad lowered to below existing grade, which in combination with the proposed berm, would reduce the appearance of its height from Las Virgenes to below three stories. In the final iteration of the project, the applicant lowered the pad elevation of the hotel per the request of the ARP, who felt that the combination of the proposed berm and a lowered pad elevation would minimize the aesthetic impacts of a four-story building as viewed from Las Virgenes Road.

The additional height allows the developer to construct a hotel with 120 rooms, a café, a fitness room, and a parking lot that accommodates the required parking spaces. Per the applicant, 120 is the standard room count required to operate an economically sustainable hotel of this class. Site constraints, including the limited 16-acre footprint, prohibit the applicant from expanding the building footprint while maintaining a 120-room count. Limiting the hotel's footprint by allowing added height benefits the City by minimizing the impacts that would stem from a larger footprint and more spread-out development on the site.

- 2. Height of walls exceeding 6-feet** – Per Section 17.20.100 of the CMC, walls are limited to a height of six feet. Sheet C-16 of Exhibit B identifies four wall systems proposed at heights greater than 6-feet. Wall 1-A is the proposed vegetated wall along Las Virgenes Road in front of the hotel, and proposes a maximum height of 10-feet. This 10-foot vegetated wall serves as a landscaped berm that blocks views of the first level of the proposed hotel. Wall 2-A is a pile supported vertical retaining wall extending from behind the proposed hotel to the northeastern corner of the hotel. This wall ranges in height from 10-feet to a maximum height of 30-feet. Wall 3-A is also a pile supported vertical retaining wall, and is situated along the northern edge of the hotel pad. This wall ranges in height from 0.5-feet at its lowest point to 30-feet at its highest point. Wall-2A and Wall 3-A make up the system of walls necessary to create a building pad on this portion of the developable 16-acre area. The tallest segments of these walls would be blocked by the bulk of the proposed hotel. Wall 4-A is situated along the northern side of Street "A" just before it curves

into the residential area. This wall is also a pile supported vertical wall, and in ranges in height from 2-feet to 10-feet.

- 3. Height of entry gate and pool fence** – Per Section 17.20.100(B)(1)(c) of the CMC, entry features are limited to a height of 8-feet. The proposed entry feature for the residential community is located on Street “A” approximately 490 feet from the entrance to the project site at Las Virgenes Road. The entry feature includes a 9-foot tall gate and 9- to 12-foot tall wall components (as shown on Sheet LA-4 of Exhibit B).

Per Section 17.20.100 of the CMC, fences are limited to a height of six feet. The gate located around the pool of the hotel has a proposed height of 7’9” and is composed of a combination of fencing and pilasters. This particular component of the project was redesigned multiple times at the request of the ARP to increase the privacy of the pool users. The version shown on Sheet A-23 of Exhibit B is the final version and the version the ARP was satisfied with.

- 4. Lot size of the residential “exclusive use areas”** – Per Section 17.13.020 of the CMC, the minimum required lot width in the RM zone is 50-feet. Lot widths within the proposed residential tract for the market-rate units range from 39.4–feet to 100–feet. Lot widths for the duplexes range from 29.7–feet to 64.7–feet. Additionally, the minimum required lot area is 5,000 square-feet. The proposed “exclusive use areas” range from 4,163 square-feet to 6,759 square feet. Therefore, the proposed minimum lot width is 29.7–feet and the proposed minimum lot area is 4,163 square-feet.
- 5. Residential setbacks** – Per Section 17.13.020 of the CMC, the required minimum setbacks in the RM zone are as follows:

- Front: 20-feet
- Side: 10-feet
- Rear: 20-feet
- Distance Between Structures: 20-feet

The proposed minimum setbacks are as follows:

- Front: 10-feet
- Side: 5-feet

- Rear: 5.8-feet
- Distance Between Structures: 10-feet

**6. Residential driveway width –** Per Section 17.28.080(C)(2) of the CMC, the required minimum width of a driveway in the RM zone is 25-feet. In comparison, the required minimum width for a driveway in the RS zone is 18-feet within 20-feet of the garage entrance, and the remaining portions of the driveway shall be a minimum width of 12-feet. The RM requirement is significantly larger because it considers a more typical multi-family development (i.e. driveways with two-way traffic leading to apartment buildings). The proposed minimum driveway width within the residential tract is 16-feet.

**7. Length of loop within residential tract –** Per Section 17.46.020(C)(5) of the CMC, the maximum length of a loop street in a proposed new subdivision shall be 1,200 feet. The proposed length of the loop street within the residential tract is 1,904-feet. The City's Public Works Department and the County of Los Angeles Fire Department have reviewed and preliminarily approved it with the proposed length.

The Development Plan, as requested above, results in a clustered residential development that is compatible with the existing community in terms of unit-type, design, and quality, while offering a density that is far below the allowed residential density established by the General Plan. Additionally, the requested Development Plan allows for a commercial component that is 88,484 sq. ft. smaller than what is allowed by the General Plan, yet proposes a use that will yield significant transient occupancy tax revenue for the benefit of the City and thus the entire community. Furthermore, the reduced density of the proposed project generates reduced environmental impacts in the areas of aesthetics, biology, air quality, greenhouse gas emissions, noise, and traffic, when compared to the density of development allowed by the General Plan, and as discussed in detail in the "Environmental Review" section of this report.

**Scenic Corridor Permit:** A Scenic Corridor Permit is required for construction or site development within the Scenic Corridor Overlay Zone (Section 17.62.050 of the CMC). The project site is visible from various vantage points along the Las Virgenes Road and Ventura Freeway (U.S. 101) designated scenic corridors. Due to its location within designated scenic corridors, the project is required to comply with the City's Scenic Corridor Development Guidelines. The proposed grading and the addition of buildings on this site would change the visual character of the scenic corridor; however, the design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. A detailed discussion of proposed impacts on the scenic corridor is included in the Aesthetics section of the EIR (Section 4.1).

To aid with City review of the project's proposed impacts on both the Ventura Freeway and the Las Virgenes Road scenic corridors, the applicant provided two sets of photo simulations from seven vantage points. These photo simulations are included as Sheets A-28 – A-41 of Exhibit B. The first seven images represent landscaping at installation; and the next seven images represent the same views, but ten years after installation of the landscaping.

The photo simulations show that some of the proposed residences and the upper portions of the graded and landscaped slopes would be the most visible elements seen from the Ventura Freeway between the Lost Hills Road and Las Virgenes Road interchange. Views of actual structures and graded slopes within the project's development footprint would be at least partially obscured by the existing development present between the Ventura Freeway and Las Virgenes Road. The proposed hotel is four stories tall and is one to three stories taller than the surrounding buildings. Nonetheless, because the ridgelines in the immediate area are at an elevation of between 1,000 feet and 1,200 feet amsl (roughly 110 to 310 feet above the tallest portions of the proposed new structures, which are 30 foot residences on top of building pads located at 860 feet amsl elevation), ridgeline views from the Ventura Freeway would not be obscured by the proposed project and foreground views of the project would be generally similar to those of existing commercial and residential development as seen from the Ventura Freeway.

The photo simulations show the extent to which the project's four-story hotel and residential structures, roadway improvements, and ornamental landscaping would be visible in the foreground view along the project's Las Virgenes Road frontage and the foreground view from the Las Virgenes Road/Agoura Road intersection after development and ten years in the future. Existing views from Las Virgenes Road contain open space in the foreground and middleground and hills and ridgelines in the background; future views would contain landscaping and development in the foreground and middleground and hills and ridgelines in the background. Ornamental and native landscaping would be used throughout the project area and is generally concentrated around the perimeter of the commercial and residential land uses as well as along the project's Las Virgenes Road frontage. As a result, the proposed landscaping would screen portions of the development area from Las Virgenes Road. From all four viewpoints along Las Virgenes Road, views of the ridgelines behind the project site would still be available; however, foreground views would be impacted (meaning changed) by the proposed development. Views of the southern portion of the proposed homes, from Las Virgenes Road, would be blocked almost entirely by the existing homes at The Colony.

To further aid the City's review of the project's proposed impacts on the scenic corridors, and as required by the City's Story Poles Policy, the applicant installed a series of story poles on the project site, depicting the entire hotel building outline and

roofline, and portions of the residential component. The story pole plan and photos of the installed story poles are provided as Exhibit I. As exhibited by the story pole photos, the proposed structures are concentrated on the lower portions of the site, impacting foreground views, but maintaining background views of the prominent hillsides and the significant ridgeline located approximately one mile east of the project site. The story poles also show that a significant break in development occurs between the hotel and the proposed residential structures, demonstrating preservation of a key view of the background hillsides from the intersection of Las Virgenes and Agoura Road.

Incorporation of the following design elements contributes to the project's compliance with the Scenic Corridor Development Guidelines:

- The project's grading would contour slopes to mimic the surrounding natural landscape. When combined with the project's wetland mitigation and oak tree mitigation, the project's landscaping and contour grading aim to minimize visual impact to scenic resources;
- The use of on-site landscaping around the perimeter of the site development boundary, the vertical and horizontal setbacks from existing development, and the surrounding hillside terrain would physically minimize light spillover impacts on the adjacent residential development. Additionally, the project would comply with the stringent lighting impact reduction requirements of the City's Dark Skies Ordinance;
- The installation of dense landscaping along the proposed berm on Las Virgenes Road buffers views of the proposed development. The significant amount of overall landscaping proposed as part of the project also reduces the visual impact of the proposed project on the viewshed;
- The use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures contributes to maintaining compatibility with existing views;
- Articulation of design and incorporation of architectural relief elements in the design of the hotel and residences successfully avoid large straight, blank facades.

Five iterations of the project were reviewed by the City's ARP, prior to their July 24, 2015 meeting, where the Panel determined that the project complies with the Scenic Corridor Development Guidelines, and, accordingly, offered a recommendation of approval to the Planning Commission.

**Oak Tree Permit:** The City of Calabasas Oak Tree Ordinance requires procurement of an oak tree permit prior to the removal, altering, etc. of oak trees conforming to the criteria described in the ordinance. The goal of the ordinance is to protect oak trees

within the City and avoid their removal unless replacement is granted in conjunction with the oak tree permit conditions. The ordinance also provides for the establishment of an oak tree mitigation program. All oak tree and scrub oak habitats are considered to be “protected trees” and thus are subject to the tree protection and preservation standards of the Oak Tree Preservation and Protection Guidelines.

The oak tree report (available within Appendix C of the Final EIR) identifies 198 oak trees on-site. Of these, 145 oak trees on-site would not be affected by the proposed project, but 53 oak trees would be affected by proposed construction activities (mainly remediation of landslide and debris basin construction): 39 trees would be removed 18 of which are heritage oaks; and 14 trees would be partially affected (encroached upon), 11 of which are heritage oaks. For this reason, the project is required to obtain an oak tree permit.

As shown on the proposed Oak Tree Mitigation Plan (Sheet LA-9 of Exhibit B), 410 oak trees are proposed to be planted on the graded slopes, at prominently visible locations along Las Virgenes Road, and within the areas designated for biological habitat mitigation. Twenty-four of these oaks would be specimen oak trees (60-inch box trees or larger), which would be planted near the entrance to the project site on Las Virgenes Road.

Per Mitigation Measure Bio-6, a City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. The reports shall include a summary of conditions and certification of compliance with all conditions of the permit, including but not limited to, minimum tree replacement numbers, establishment goals, and the health of all replaced, remaining, or relocated trees.

**Site Plan Review:** A Site Plan Review permit is required for new site development or construction in the scenic corridor (Section 17.62.020 of the CMC). The Site Plan Review process ensures that site development, the exterior appearance of structures, landscaping, grading, and other improvements, are designed to minimize adverse aesthetic and environmental impacts on the site and its surroundings. As described in the preceding “Architecture” and “Scenic Corridor Permit” sections, the design of the project, inclusive of building design, landscaping, and grading, has significantly evolved since the first iteration of the project in January 2014. Numerous changes in site and building design contributed to a proposed final product that is in conformance with the Scenic Corridor Development Guidelines.

- N. General Plan Consistency:** As discussed previously, a General Plan amendment and corresponding zoning map amendment are needed to establish a land use and zoning designation of Commercial Retail (CR) over the project’s proposed hotel

(approximately 3 acres). The residential component of the project site would continue to be designated R-MF-20 and zoned RM-20 (approximately 13 acres). The areas outside of the project's proposed development footprint (approximately 61 acres) are proposed for open space preservation and thus would retain the existing Open Space Resource Protection land use designation. The City's 2030 General Plan land use map (see Figure II-1 in Exhibit D) depicts a compact triangular development area that is widest along the western property line (fronting Las Virgenes) and narrowing as it traverses east, up the valley. The proposed development footprint follows these basic parameters of the land use plan, proposing a wider development area along the western property line, narrowing as it traverses east across the valley, and preserving the remaining 61 acres of hillside as open space. Furthermore, the proposed new land use and zoning maps maintain the General Plan's clear intent to protect the upper hillsides of the site from development. Additionally, the proposed project proposes a significantly reduced overall residential and commercial development density than is envisioned for the project site in the 2030 General Plan. Where the General Plan envisions up to 180 residential units and 155,000 square-feet of commercial development, in a specific vision for this site, the project proposes 71 residential units and 66,516 square-feet of commercial development. Notwithstanding a requirement for a General Plan amendment and zone change, the project is compatible with adjacent commercial, residential, and open space land uses and with the General Plan's anticipated development and mix of land uses for this site.

The ultimate determination of whether the proposed project is consistent with the General Plan lies with the decision-making bodies (Planning Commission and City Council). To aid in the determination of consistency, Table 4.7-2 of the Final EIR contains a discussion of the proposed project's consistency with applicable goals, objectives and policies of the City of Calabasas 2030 General Plan. The Table lists 125 General Plan policies, and provides a discussion of consistency for each group of policies. The following is a summary of some of the policies discussed within that Table.

The proposed project is consistent with policies within the **Land Use Element** of the General Plan because it:

- Limits development to the allowed 16-acre footprint, emphasizing retention of the natural environment setting over expansion of urban areas;
- Proposes development that is compatible with the overall residential character of the community;
- Proposes a variety of housing types that are visually attractive;
- Proposes a commercial component that contributes to a sound economic base; and

- Proposes 61 acres of protected open space.

The proposed project is consistent with policies within the **Open Space Element** of the General Plan because it:

- Proposes 61 acres of protected open space;
- Proposes landscaping along the project frontage and throughout the project site, which would screen the project from the Las Virgenes Scenic Corridor and from other significant visual vantage points;
- Preserves views of significant ridgelines; and
- Mitigates all impacts to wildlife movement and biological habits.

The proposed project is consistent with policies within the **Conservation Element** of the General Plan because it:

- Mitigates all impacts to wildlife movement and biological habits;
- Locates a hotel and residences near public transportation (including a new trolley stop for the free of charge Calabasas Trolley), thus minimizing reliance on single occupant vehicle travel by providing opportunities for use of public transportation;
- Ensures that construction activity complies with applicable South Coast Air Quality Management District rules and policies;
- Proposes the use of drought-tolerant plants and efficient landscape irrigation design;
- Proposes the use of BMPs during site grading and construction to control temporary erosion and offsite deposition of soils;
- Proposes balanced onsite grading operations to eliminate the need for transporting soils on or offsite; and
- Proposes site and building design that minimize energy use.

The proposed project is consistent with policies within the **Circulation Element** of the General Plan because it:

- Proposes traffic impacts that are less than significant;

- Proposes construction of bike lanes and sidewalks along Las Virgenes Road; and
- Provides adequate parking for the proposed development.

The proposed project is consistent with policies within the **Safety Element** of the General Plan because it:

- Proposes an engineered solution to a slope stability constraint that implements a landform grading program designed to recreate a natural hillside appearance while remediating an existing, problematic ancient landslide.

The proposed project is consistent with policies within the **Community Design Element** of the General Plan because it:

- Focuses new development in and near areas that already contain existing development;
- Proposes architecture and landscaping that complement and blend well with the character of the adjacent commercial and residential land uses;
- Proposes lower level lighting/illumination in compliance with the Dark Skies Ordinance; and
- Integrates sustainable practices in site planning, building form, materials, and landscaping.

Per the above discussion, and with implementation of mitigation measures identified throughout the EIR, the proposed project would be generally consistent with applicable policies of the City's 2030 General Plan.

**O. Las Virgenes Gateway Master Plan and Corridor Plan Consistency:**

The subject site is considered a prominent parcel in both the LVGMP and the Las Virgenes Road Corridor Plan (LVRCP). Table 4.7-4 of the Final EIR contains a matrix of the proposed project's consistency with the goals and policies of these documents. This discussion includes a summary of some of the categories discussed within that table.

The proposed project is consistent with the land use objectives of these plans because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of

architectural style and colors in because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

**P. Southern California Association of Governments (SCAG) Consistency:**

The proposed project is located within the jurisdiction of (SCAG). To coordinate regional planning efforts, SCAG has created a Regional Comprehensive Plan and Guide as a frame work for decision-making for the next 20 years, which includes a set of broad goals, for the region and identifies strategies designed to guide local decision-making. Recognizing that the proposed project is potentially regionally significant, its consistency with SCAG policies was analyzed. Table 4.7-3 of the Final EIR contains a discussion of the proposed project's consistency with applicable goals, policies, and principles of these SCAG documents including:

- "Support local plans to increase density of future development located at strategic points along the regional commuter rail, transit systems, and activity centers." *The project involves development of a vacant site where existing public transportation includes a shuttle and trolley service, and a proposed trolley stop;*
- "Develop well-managed viable ecosystems or known habitats of rare, threatened and endangered special, including wetlands." *Compliance with BIO mitigation measures will require natural habitat restoration, non-restrictive fencing permitting the passage of wildlife, and perpetual restriction of future development within these area to be consistent with this policy;*
- "Encourage efforts of local jurisdictions in the implementation of programs that increase the supply and quality of housing and provide affordable housing as evaluated in the Regional Housing Needs Assessment." *The project would increase the number of single-family residences and duplexes in the City.*
- "Enable prosperity for all people." *The project provides a mix of single-family and multi-family housing types to meet the needs of various income levels.*

Per the discussion above, the proposed project is consistent with all applicable goals, policies, and principles of SCAG.

## **ENVIRONMENTAL REVIEW/CEQA:**

The proposed project is subject to the requirements of the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) was prepared to evaluate the environmental effects of implementation of the proposed project. Per Section 15121 of the CEQA Guidelines, the purpose of an EIR is to serve as an informational document that:

*...will inform public agency decision-makers and the public generally of the significant environmental effects of a project, identify possible ways to minimize the significant effects, and describe reasonable alternatives to the project...*

The EIR for this project was prepared as a Project EIR pursuant to Section 15161 of the CEQA Guidelines. A Project EIR is appropriate for a specific development project. As stated in the CEQA Guidelines:

*This type of EIR should focus primarily on the changes in the environment that would result from the development project. The EIR shall examine all phases of the project, including planning, construction, and operation.*

The City of Calabasas prepared an Initial Study for the proposed project that was completed and circulated with a Notice of Preparation (NOP) of a Draft EIR on January 28, 2015. The Initial Study identified the following issues areas as having impacts that are “potentially significant” or “potentially significant without mitigation” and therefore require additional analysis in an EIR: aesthetics, air quality, biological resources, geology/soils, greenhouse gas emissions, hydrology/water quality, land use/planning, noise, public services, and traffic/transportation. The City held a scoping meeting for the EIR on February 18, 2015. The EIR addresses the issues identified within the Initial Study and/or NOP responses which could potentially be significantly impacted by the project.

An EIR must be prepared for a project when one or more of the identified potentially significant impacts are determined to be unmitigable or unavoidable. Although the proposed project design features would reduce impacts to the visual character of the site to the degree feasible, aesthetic impacts would still be significant and unavoidable because it is a large and highly visible project site that requires significant grading for remediation of a landslide. This sole unavoidable significant impact triggers a full EIR and preparation of a Statement of Overriding Considerations, which sets forth the specific reasons supporting the decision to approve the project. The Statement of Overriding Considerations will be discussed in further detail later in this Section. The City Council must certify the EIR and adopt the Statement of Overriding Considerations before approving the project.

The following discussion includes a summary of analyses of: (A) potential project impacts and proposed mitigation; (B) alternatives; (C) Mitigation Monitoring and Reporting Program; (D) public comments and responses; and (E) a Statement of Overriding Considerations.

Please consult the Final EIR for details.

**A. Project Impacts and Mitigation:**

- ***Aesthetics***- Section 4.1 of the EIR provides a detailed analysis of the proposed project's impacts on aesthetics. The Draft EIR concluded that the proposed project would alter existing views from the U.S. 101 Freeway, Las Virgenes Road, Agoura Road, and the surrounding General Plan designated open space areas. It also concluded that impacts to scenic views from Las Virgenes, a designated scenic corridor, would be potentially significant unless mitigation is incorporated. Adherence to architectural standards, landscape standards, and sign standards of the Las Virgenes Gateway Master Plan and Design Guidelines would reduce impacts to Las Virgenes Road; however, Mitigation Measure AES-1 is incorporated to reduce this impact to a less than significant level. Per the Las Virgenes Road Corridor Design Plan and the Scenic Corridor Guidelines, the project includes dense landscaping along Las Virgenes Road to screen views of the proposed hotel. Mitigation Measure AES-1 ensures that any vegetation included on the landscaping Plan along Las Virgenes Road be species that do not typically grow to a height that would exceed 30 feet. This prevents excessively tall trees from blocking views of the background hillsides, while continuing to use landscaping to buffer development views.

Proposed site grading and development would alter existing scenic resources on the project site. The modification of natural slopes and removal of on-site oak trees and other native vegetation would impact scenic resources. The combination of the project's landscaping, wetland mitigation, remedial grading plan, oak tree mitigation plans, and biological mitigation measures requiring on-site riparian habitat replacement and oak tree replacement would reduce impacts related to alteration of scenic resources to a less than significant level.

The proposed project would introduce lighting and glare in an area that is currently vacant. However, new sources of lighting and glare are required to comply with the City's Dark Skies Ordinance. Additionally, architectural plans for the proposed buildings minimize the use of bright colors, reflective building materials, and unshielded building-mounted lighting on all exterior elevations. Furthermore, on-site landscaping around the perimeter of the site development boundary, the vertical and horizontal setbacks from existing development, and the surrounding hillside terrain would physically minimize light spillover impacts on the adjacent residential development. No further mitigation is required.

As previously mentioned, the sole unavoidable environmental impact is that the project would substantially degrade the existing visual character or quality of the site and its surroundings, by replacing the existing foreground views of a natural

site with foreground views of development and landscaping. Although the project would be consistent with the General Plan and LVGMP and would generally provide attractive residential and commercial development, 26 percent of the site would be graded for residential and commercial development, and an additional 25 percent of the site would be graded to remove an existing landslide. Therefore, the change in visual character is significant and unavoidable.

- **Air Quality-** Section 4.2 of the EIR provides a detailed analysis of the proposed project's impacts on air quality. The EIR identified one air-quality related project impact as potentially significant unless mitigation is incorporated. This impact relates to project construction generating a temporary increase in air pollutant emissions for ozone precursors NO<sub>x</sub> and ROG, as well as CO, SO<sub>x</sub>, and fugitive dust (PM). Construction emissions of NO<sub>x</sub> would exceed SCAQMD construction thresholds. In addition, construction-related emissions of NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> would exceed SCAQMD localized significance thresholds. Mitigation Measures AQ-1(a) (dust control measures) and AQ-1(b) (construction equipment controls) are required to reduce emissions of NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> during construction to less than significant levels.
  
- **Biological Resources-** Section 4.3 of the EIR provides a detailed analysis of the proposed project's impacts on biological resources. No Federally- or State-listed wildlife species are known to occur on-site, and the project is not expected to affect any listed species or their habitat. No Federally-designated critical habitat for listed wildlife species is mapped within the project site, and no critical habitat would be affected by the project. Locally special-status animals are expected to occur within the site during the construction period and may potentially be affected by construction activity. In addition, since construction may occur during the bird breeding season in order to avoid the rainy season, the proposed project could directly or indirectly affect protected nesting birds, including five CDFW Species of Special Concern. To avoid project-related construction impacts to special-status wildlife species and protected nesting birds, the project is required to incorporate the following mitigation measures: BIO-1(a) (Pre-construction Special-Status Wildlife Surveys and Construction Monitoring); BIO-1(b) (Conduct Nesting Bird Surveys, Establish Active Nest Avoidance Buffers, and Monitor Active Nests); BIO-1(c) (Pre-construction Bat Surveys and Construction Monitoring); and BIO-1(d) (Rodenticide prohibition).

Special-status plant communities are present within the project site, and would be affected by construction activities/development. In addition, approximately 12.8 acres of purple sage scrub (not a special-status plant community) would be affected as a result of landslide remediation, and restored to pre-impact conditions or better. To mitigate for impacts to purple sage scrub, an upland restoration plan (URP) (BIO-3) shall be prepared by a qualified

biologist/restoration ecologist, with a primary focus on topsoil salvage to maintain important elements required for a healthy ecosystem. Implementation of measures BIO-3 (upland restoration), BIO-4(a) (agency coordination), BIO-4(b) (restoration of jurisdictional waters, wetlands, and riparian habitats), and BIO-6 (oak tree replacement) would reduce impacts to special-status plant communities to a less than significant level.

Construction activities would temporarily and permanently affect regulated waters and associated riparian and wetland areas on-site. Mitigation Measures BIO-4(a) (agency coordination) and 4(b) (restoration of jurisdictional waters, wetlands, and riparian habitats) are required to ensure that the minimum mitigation for impacts to jurisdictional features are ultimately implemented.

The proposed project would preserve approximately 61 acres of permanent open space, but would result in an approximate quarter-mile wide permanently developed area that would reduce habitat within the City of Calabasas mapped Wildlife Linkage and Corridor and incrementally reduce its function as a wildlife movement corridor. The proposed project would also remove parts of a drainage feature and oak woodland, which are important local wildlife movement features. The combination of the project's proposed development components, the proposed landscaping and revegetation plans, and mitigation measures BIO-4(a) (agency coordination) and BIO-4(b) for mitigating impacts to jurisdictional areas (including riparian and wetland habitats), and BIO-6 requiring on-site oak tree/woodland replacement would reduce impacts to habitats that are essential for local wildlife movement and connectivity. Compliance with City standards for lighting in wildlife corridors would reduce impacts from project operation to wildlife movement and connectivity. Implementation of measures BIO-4(a) (agency coordination), BIO-4(b) (restoration of jurisdictional waters, wetlands, and riparian habitats), BIO-6 (oak tree replacement), BIO-5(a) (protect remaining open space and restored areas), and BIO-5(b) (wildlife friendly fencing) would reduce project impacts to wildlife corridors to a less than significant level. Additionally, by focusing the project on the developable 16-acres along an already developed corridor, 61 acres would remain open to wildlife movement.

Development of the proposed project would affect 53 oak trees (including removal of 35 individual coast live oak (*Quercus agrifolia*) and 4 valley oak (*Q. lobata*) trees and encroachment onto 13 coast live oaks and 1 valley oak that are protected under the City of Calabasas Oak Tree Ordinance. Mitigation Measure BIO-6 (oak tree replacement) is required to mitigate potentially significant impacts related to removal of and encroachment into the protected zone of on-site oak trees.

- **Geology-** Section 4.4 of the EIR provides a detailed analysis of the proposed

project's impacts on geology. Seismically-induced ground shaking could damage structures and infrastructure, resulting in loss of property or risk to human safety. However, the design and construction of the proposed residential and commercial structures would be required to comply with applicable provisions of the Calabasas Municipal Code and California Building Code (CBC). All aspects of the proposed development project would be required to comply with applicable requirements of the Calabasas Municipal Code and CBC. Additionally, Mitigation Measures GEO-1(a) (geotechnical recommendations) and GEO-1(b) (building design) are required to reduce impacts to the greatest degree feasible. Any structure built in California is susceptible to failure as a result of seismically induced ground acceleration. However, the potential for structural failure due to seismic ground shaking would be reduced to a less than significant level with implementation of measures GEO-1(a) and (b).

Future seismic or other natural events could result in liquefaction of soils within the project area. Specifically, the lower-lying regions of the project site containing alluvial soils would be most susceptible to liquefaction hazards. Implementation of Mitigation Measures GEO-2(a) (removal and replacement of liquefiable soils), GEO-2(b) (long-term settlement risk reduction), and GEO-2(c) (final plan review and approval) would reduce impacts related to seismically induced liquefaction to acceptable engineering standards. Thus, impacts related to liquefaction would be reduced to a less than significant level.

The slope stability analysis prepared for the project site concluded that on-site existing slopes are likely subject to seismically induced landslides. Mitigation Measure GEO-3 (landslide removal and recompaction) is required to reduce the potential impact resulting from seismically included landslides to a less than significant level.

Portions of the project site are underlain by highly erodible soils and relatively steep slopes. Implementation of measures GEO-4(a) (erosion control) and GEO-4(b) (slope stabilization) would reduce slope stability and erosion impacts to a less than significant level.

The project site is located in an area underlain by expansive soils that would expose on-site development to the potential for damage. Implementation of Measure GEO-5 (expansive soil removal and/or treatment) would reduce impacts related to soil expansion to a less than significant level.

- **Greenhouse Gas Emissions-** Section 4.5 of the EIR provides a detailed analysis of the proposed project's impacts on greenhouse gas (GHG) emissions. The project would generate short-term as well as long-term GHG emissions. However, GHG emissions would not exceed recommended SCAQMD

significance thresholds and would be about 30 percent lower than what would be generated under post-construction, operational conditions. Therefore, emissions would not hinder or delay achievement of state GHG reduction targets established by AB 32 and impacts would be less than significant. Furthermore, the proposed project would be consistent with the Climate Action Team GHG reduction strategies, AB 32, the SCAG RTP/SCS, and the City of Calabasas General Plan. Impacts related to consistency with GHG plans and policies would therefore be less than significant, with no mitigation necessary.

- **Hydrology and Water Quality-** Section 4.6 of the EIR provides a detailed analysis of the proposed project's impacts on hydrology and water quality. During construction activities, the soil surface would be subject to erosion and temporary sedimentation and discharges of various pollutants to the downstream watershed. However, the federal Clean Water Act requires development of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of appropriate best management practices (BMPs), which would effectively reduce construction-related watershed pollutants. Therefore, impacts are considered less than significant. Additionally, the proposed project would alter the existing drainage of the project site. However, compliance with current regulatory requirements would ensure that no increase in peak storm water flows would occur. Therefore, project implementation would not increase peak runoff levels or cause an exceedance of the capacity of existing or planned storm water drainage systems. Impacts related to hydrological changes would be less than significant. Project features and the requirements of the Los Angeles County Flood Control District would reduce peak flow volumes and rate in the local storm water drainage system and reduce impacts to a less than significant level; therefore, no mitigation is necessary. In addition, implementation of Mitigation Measure BIO-4(a) (agency coordination) requires coordination with agencies and acquisition of all applicable permits for the construction and long-term maintenance of the debris basin.

Long-term project operation could adversely affect the quality of surface runoff because of increased pollutant loading, including such pollutants as oil, pesticides, and herbicides. Compliance with existing regulatory requirements (federal, State and City) would reduce potential surface runoff impacts to a less than significant level. Therefore, no mitigation is necessary.

- **Land Use and Planning-** Section 4.7 of the EIR provides a detailed analysis of the proposed project's impacts on land use and planning. The proposed project would require a General Plan amendment and zone change, but would be generally compatible with adjacent commercial, residential, and open space land uses. Compatibility impacts associated with the proposed project would be less than significant. The project would place single family residential development

adjacent to the existing single family development to the south-southwest. Project grading to remediate the existing landslide would encroach into areas currently designated Open Space Resource Protection; however, as discussed in Section 4.3, Biological Resources, implementation of recommended measures would reduce visual changes and wildlife movement impacts related to this encroachment to below a level of significance. Further, this land will be restored and permanently protected by its OS-RP designation and the proposed deed restriction. Therefore, the requested General Plan amendment and zone change would not create significant impacts with respect to land use compatibility.

With implementation of mitigation measures identified throughout this EIR, the proposed project would be generally consistent with applicable policies of the City's 2030 General Plan and SCAG's adopted Regional Transportation Plan/Sustainable Communities Strategy. The project would potentially be inconsistent with the grading and biology goals and policies of the General Plan. The grading proposed as a part of the project would be required in order to remediate an existing landslide area. The project would ensure the stability of the hillside. With the mitigation measures recommended in this EIR, the proposed project's impacts related to consistency with City and regional land use policies would be less than significant.

- **Noise and Vibration-** Section 4.8 of the EIR provides a detailed analysis of the proposed project's impacts on noise and vibration. Project construction would expose nearby receptors to a temporary increase in noise. However, noise levels during construction would be limited to the daytime pursuant to the City's Municipal Code and construction noise levels would be temporary and intermittent. On-site construction-related noise impacts would comply with the City's Noise Ordinance and impacts would be less than significant. Nevertheless, Mitigation Measures N-1(a) through N-1(d) are recommended to reduce the incremental increase in noise levels using standard best practices. These mitigation measures include: notification to off-site residential uses; temporary acoustic shelters for air compressors and generators; equipment mufflers; and staging areas for warming up equipment.

Project construction would expose nearby sensitive receptors to a temporary increase in vibration. However, vibration levels during construction would be limited to the daytime pursuant to the City's Municipal Code and would not exceed FTA vibration thresholds for buildings. No mitigation would be required. Recommended measures N-1(a) through N-1(d) would minimize construction-related noise and vibration.

Project-generated traffic would incrementally increase noise levels on roads in

the project site vicinity. However, the increase of up to 0.4 dBA would not noticeably change noise conditions for sensitive receptors in the project area or exceed the operational roadway noise exposure thresholds. No mitigation is required. Impacts would be less than significant without mitigation.

The proposed project includes sensitive receptors that would be exposed to noise from area roads and onsite activity. With the incorporation of Mitigation Measure N-4 (design requirements to achieve acceptable interior noise level), noise impacts associated with traffic on the proposed hotel would be reduced to a less than significant level.

Operation of the proposed project would not expose on-site nor off-site sensitive receptors to ambient noise levels that exceed the normally acceptable range for exterior noise. Operational impacts to exterior noise levels at on-site and off-site sensitive receptors would be less than significant, with no mitigation required.

- **Public Services-** Section 4.9 of the EIR provides a detailed analysis of the proposed project's impacts on public services. Buildout of the proposed project would generate an estimated 40 students within the Las Virgenes Unified School District (LVUSD). This project has the potential to cause an exceedance of capacity at Calabasas High School. However, impacts would be less than significant without mitigation. The applicant would be required to pay state-mandated school impact fees to fund the development of new LVUSD school facilities to accommodate project-generated students.
- **Traffic and Circulation-** Section 4.10 of the EIR provides a detailed analysis of the proposed project's impacts on traffic and circulation. The proposed project would generate 1,650 new average daily trips, including 116 A.M. peak hour trips and 142 P.M. peak hour trips. Roadway segments would operate above City thresholds (LOS C) with existing + project traffic volumes. This impact would be less than significant. Mitigation would not be required.

Project-generated traffic would increase traffic volumes and incrementally reduce levels of service at each of the six study intersections. Project-generated traffic would exceed LOS standards and result in a volume-to-capacity V/C increase above City thresholds for the Las Virgenes Road/Lost Hills Road intersection under existing + project conditions. Impacts to study area intersections would be potentially significant unless mitigation is incorporated. Implementation of Mitigation Measure T-2 (Las Virgenes Road/Lost Hills Road Traffic Impact Fees) would reduce impacts related to the LOS for the intersection of Las Virgenes Road/Lost Hills Road to a less than significant level.

Project-generated traffic would increase traffic volumes and incrementally

reduce levels of service at each of the six study intersections. Project-generated traffic would exceed LOS standards and result in a V/C increase above adopted thresholds for the intersection at Las Virgenes Road / Lost Hills Road under opening year (2019) + project conditions. Impacts to study area intersections would be Class II, potentially significant unless mitigation is incorporated. Mitigation Measure T-2, described above, would reduce impacts related to the LOS for the Las Virgenes Road/Lost Hills Road intersection to a less than significant level.

Traffic generated by the proposed project would add 29 A.M. and 35 P.M. peak hour trips to northbound U.S. 101 and 42 A.M. and 50 P.M. peak hour trips to southbound U.S. 101. Project generated trips along U.S. 101 would be below the Congestion Management Program (CMP) thresholds for freeway monitoring locations. Impacts would therefore be less than significant with no mitigation required.

Under summer beach traffic conditions, project impacts to the Las Virgenes Road/Malibu Canyon Road corridor would be less than significant. Mitigation would not be required.

Construction of the Lost Hills Road/U.S. 101 Interchange Improvement Project and the proposed project would overlap. Construction impacts to area roadways would be potentially significant unless mitigation is incorporated. Implementation of Mitigation Measure T-10 (construction management plan) would reduce construction impacts to a less than significant level.

- **Other Impacts and Mitigation-** Section 5.0 of the EIR includes analyses of project impacts as they relate to population growth, energy, and water supply. The EIR determined that no significant environmental impacts would occur in these areas and no mitigation is required. A detailed discussion of water-supply concerns is provided in a following section of this staff report.
- **Cumulative Impacts-** Cumulative impacts are defined as two or more individual events that, when evaluated together, are significant or would compound other environmental impacts. Cumulative impacts are changes in the environment that result from the incremental impact of development of the proposed project and other nearby projects. A list of nearby projects considered in this EIR for the purpose of evaluating potential cumulative impacts is available in Table 3-1, Section 3.0, Environmental Setting of the EIR. Cumulative impacts specific to any given environmental category are discussed at the end of each subsection of the EIR.

Cumulative aesthetic impacts: The visual impacts of the proposed project, the

Paxton Calabasas project, the Rondell Oasis Hotel project, and other planned development projects were anticipated by City of Calabasas 2030 General Plan and the General Plan EIR. In addition, the Paxton Calabasas project, the Rondell Oasis Hotel project, and the proposed project are generally consistent with the intent of the 2030 General Plan, which is to focus development along the east side of Las Virgenes Road while preserving the views of the significant ridgelines. To help ensure that future development on the project site would not extend further up slope, which would have much more substantial aesthetic impacts to the U.S. 101 Scenic Corridor and the Las Virgenes Scenic Corridor, the proposed project has designated the portions of the site outside of the building construction footprint as open space. In addition, the parcels immediately surrounding the project site are designated Open Space – Resource Protection (OS-RP). This land use re-designation effectively prohibited development upon significant ridgelines and other scenic features located within the U.S. 101 and Las Virgenes Scenic Corridors. Therefore, the project's contribution to cumulative land use impacts would not be cumulatively considerable.

Cumulative air quality impacts: Each individual project in the project area would generate emissions during construction and operation. Neither the proposed project nor the related projects are part of an ongoing regulatory program or are contemplated in a Program EIR. The SCAQMD therefore recommends that project-specific air quality impacts be used to determine the potential cumulative impacts to regional air quality. As discussed under Impact AQ-2 in the Final EIR, the proposed project would contribute to an increase in cumulative daily operational emissions; however, emissions would not exceed the SCAQMD thresholds. Additionally, the proposed project itself would not generate emissions that exceed the SCAQMD's operational thresholds and the project is consistent with the regional Air Quality Management Plan. Therefore, the project's contribution to cumulative regional long term air quality impacts would not be cumulatively considerable.

Cumulative biological resources impacts: Two conditions apply to determine the cumulative effect of a project: first, the overall effect on biological resources caused by existing and known or forecasted projects must be considered significant under the significance thresholds discussed above; and second, the project must have a "cumulatively considerable" contribution to that effect. The cumulative contribution of the approved and proposed projects will not result in significant fragmentation of open space in the project vicinity. As such, no additional loss of habitats or special-status species are expected, and the subject proposed project combined with the projects approved and pending creates no cumulative contribution of urban expansion into natural areas or isolation of open space within the vicinity. Mitigation measures have been

developed to address potentially significant project impacts to below a level of significance. Consequently, the effects of the proposed project would not be cumulatively considerable.

Cumulative geology impacts: Proposed, pending and future development projects would increase development within the City of Calabasas. Such development would expose new residents and property to potential risks from seismic hazards in the area. The proposed project would incrementally contribute to these cumulative impacts. However, geologic hazards are site-specific and individual developments would not create additive impacts that would affect geologic conditions on other sites. Moreover, development projects would be subject to CEQA review on a case-by-case basis and would be required to comply with applicable provisions of the Municipal Code and CBC. The proposed project itself would reduce landslide hazards for existing development in the project site vicinity by implementing a remedial grading program to address existing poor soils and landslide hazards. Potential impacts from future development would be addressed on a case-by-case basis and appropriate mitigation would be designed to mitigate impacts resulting from individual projects. Therefore, cumulative impacts would be less than significant.

Cumulative greenhouse gas emissions impacts: Cumulative development in Calabasas, including development facilitated by the proposed project, would add dwelling units and non-residential development that would generate GHGs from vehicle trips and other sources. Analyses of GHGs are cumulative in nature, as they affect the accumulation of greenhouse gases in the atmosphere. Projects falling below the impact thresholds discussed above would have a less than significant impact, both individually and cumulatively. Emissions associated with the proposed project would be less than significant and the project's contribution to cumulative impacts is therefore also cumulatively less than significant.

Cumulative hydrology and water quality impacts: The proposed project, along with the nearby Paxton Calabasas project and the Rondell Oasis Hotel project, would incrementally increase impervious surface area in the local watershed, thereby increasing the amount of surface water entering area drainages. Compared to pre-development conditions, this could cumulatively contribute to the risk of flooding at the proposed project site and in downstream areas. However, individual projects would provide their own water detention facilities to mitigate peak flows and downstream flooding. Project-specific mitigation measures on all new development would reduce cumulative impacts to a less than significant level. Cumulative development has the potential to increase the discharge of urban pollutants to surface and groundwater. Storm runoff concentrations of oil, grease, heavy metals, and debris could increase as the amount of urban development increases in the watershed. To reduce or

eliminate increased flooding risks and pollution risk, water quality requirements of the Regional Water Quality Control Board, the County of Los Angeles, and the City of Calabasas would mitigate any adverse impacts resulting from new development. Cumulative impacts would therefore be less than significant, assuming implementation of applicable regulatory requirements on all new development.

Cumulative land use and planning impacts: Cumulative development in and around the project area in accordance with the City's General Plan will incrementally modify existing, undeveloped land and the general setting of the area, continuing the trend toward suburbanization. One such project, Paxton Calabasas, is under construction south of the project site also along the east side of Las Virgenes Road and another proposed project, Rondell Oasis Hotel, would be developed north of the project site also along the east side of Las Virgenes Road. The Rondell Oasis Hotel project, Paxton Calabasas project and the proposed project are all generally consistent with the intent of the 2030 General Plan to focus development in the lower portions of the area along the east side of Las Virgenes Road while preserving ridgelines and the wildlife corridor. A total of approximately 484,767 sf of commercial development could be developed in the City throughout the duration of the planning period according to the 2030 General Plan EIR and a total of 306 residential units could be developed according to the 2014-2021 Housing Element Update. Planned cumulative development would incrementally increase overall development intensity throughout the City to the level of development anticipated in the General Plan, while incrementally reducing the amount of undeveloped land and increasing the potential for compatibility conflicts related to issues such as noise, lighting, and traffic. However, similar to the proposed project, impacts associated with individual projects can be addressed on a case-by-case basis. Moreover, because the project's impacts related to compatibility can be reduced to below a level of significance, the project's contribution to cumulative land use impacts would not be cumulatively considerable.

Regarding noise and vibration, cumulative development in the City would continue to increase traffic and traffic-related noise along area roadways. Cumulative traffic increases may create significant impacts to noise sensitive land uses adjacent to major roadways. The proposed project would incrementally contribute to cumulative traffic noise increases in the area. However, the anticipated increase would not be audible to nearby sensitive receptors and would not exceed thresholds. Therefore, the overall increase in noise due to project and cumulative traffic would be less than significant.

Regarding traffic, cumulative conditions include the traffic generated by planned and pending projects in the study area added to the opening year (2019)

volumes based on the distribution percentages presented in existing traffic studies and environmental documents completed for these projects. This analysis assumes that the segment of Las Virgenes Road south of Agoura Road will be widened to 4-lanes prior to occupancy of the project. All roadway segments are forecast to operate at LOS B or better with cumulative + project traffic volumes. Cumulative impacts to local roadway segments would be less than significant. The only intersection that would operate below the City's LOS standards (see Table 4.10-4) is Las Virgenes Road/Lost Hills Road during the A.M. peak hour, which would operate at LOS F. The project would generate a significant cumulative impact to this location as it would increase the V/C by the City's adopted impact threshold (0.010). The remaining intersections would operate acceptably in the LOS A-D range with Cumulative+ Project volumes. As discussed in the "Planned Improvement" subsection of the Setting, the City has identified and programmed an improvement for the intersection to provide a new southbound merge lane to allow the southbound approach to be re-striped to provide one left-turn lane, one through lane, and one through plus right-turn lane and the eastbound approach to be re-striped to provide one left plus through lane and dual right-turn lanes. Therefore, Mitigation Measure T-2 would also reduce cumulative traffic impacts at the intersection of Las Virgenes Road/Lost Hills Road to less than significant.

**B. Mitigation Monitoring and Reporting Program (MMRP):**

In 1989, State Legislature added to CEQA a requirement that a public agency, in approving feasible mitigation measures contained in EIRs and negative declarations, must also adopt a mitigation monitoring and reporting program. Such a program is to be designed to ensure compliance with the changes to a project which were required by the public agency in order to reduce or avoid significant environmental effects. For each project, for which a MMRP is required by this title and adopted by the approving body, full compliance with the adopted program for the project shall be a condition of approval of the project. The MMRP for this project is included as an attachment to the resolution of approval (Exhibit A), which also includes a condition of approval requiring the applicant to comply with all mitigation measures within the MMRP.

**C. Alternatives:**

The full Alternatives Analysis is provided in Section 6.0 of the EIR. EIR's provide analysis of alternatives, when there are specific alternatives that are capable of eliminating or reducing significant adverse effects associated with the project while feasibly attaining most of the basic objectives of the project. Based on the potentially significant impacts that could result from implementation of the project and the project objectives, three alternatives were chosen for analysis:

- Alternative 1: No Project
- Alternative 2: 2030 General Plan Buildout
- Alternative 3: Three Story Hotel/Surface Parking

The following table provides a comparison of the proposed project and the three alternatives:

**Alternatives Comparison**

	<b>Proposed Project</b>	<b>Alt 1: No Project</b>	<b>Alt 2: GP Buildout</b>	<b>Alt 3: 3 Story Hotel</b>
Residential Units	67 Single Family 4 Multi Family	None	180 Multi Family	67 Single Family 4 Multi Family
Commercial	66,516 sf Hotel	None	155,000 sf of commercial space	66,300 sf Hotel
Grading (cut/fill)	613,183 cubic feet/ 569,544 cubic feet	None	590,800 cubic feet/ 670,400 cubic feet	613,183 cubic feet/ 569,544 cubic feet
Include Landslide Remediation	Yes	No	Yes	Yes
Construction Schedule	39 months	None	42 months	39 months

Alternative 1 (the “no project” alternative), is required by CEQA for purposes of documenting a baseline, and assumes that the proposed project is not constructed on the 77 acre site. It assumes that the largely undeveloped site would continue in its current condition and that the existing grading, dirt roadways and abandoned structures at the site would remain. No change in environmental conditions would occur under this alternative because no development would occur and site conditions would not change. This alternative would avoid the proposed project’s significant and unavoidable impacts related to changes in visual character as well as significant, but mitigable impacts related to scenic views and in the areas of air quality, biological resources, geology, noise and traffic. No significant impacts would occur under this alternative and none of the mitigation measures recommended for the proposed project would apply. This alternative would not, however, include remediation of the existing onsite landslide area so the potential for a landslide to affect adjacent properties would be greater under the no project alternative than under the proposed project. The “no project” alternative is not realistic in this case because the site is vacant, but slated for development (the City has not identified the property for acquisition as open space).

While Alternative 1’s impacts would be less than those of the proposed project, the “no project” alternative does not preclude the future development of the site. Furthermore, this alternative does not fulfill the applicant’s stated objectives for the project, nor does it meet the 2030 General Plan objectives for the project

site.

Alternative 2 (General Plan Buildout) involves the development of commercial and multi-family residential structures as envisioned for the West Village Planned Development and Multi-family Residential areas in the 2030 General Plan. Development of the site under this alternative would include up to 155,000 square-feet of commercial development and 180 multi-family residential units, neighborhood green space and roadways on an approximately 16-acre development area. This alternative would also include landslide remediation similar to what would occur under the proposed project.

Alternative 2 would result in a greater aesthetic impact (change in visual character) than the proposed project due to the greater density. Due to the longer duration of site preparation and grading that would be required for this alternative, it would result in higher emissions and noise levels than the proposed project. Long-term air pollutant emissions would also be greater under this alternative due to the increase in development when compared to the proposed project. With incorporation of mitigation measures, potential air quality impacts can be reduced to a less than significant level.

Impacts to biological resources associated with Alternative 2 would be broadly similar to those associated with the proposed project (both have the same 16-acre development footprint), with the exception of impacts to the wildlife corridor, which would be slightly worse with Alternative 2 because, the development would be more intense next to the corridor. The same biological mitigation measures would be required in this scenario, to reduce impacts to less than significant.

Alternative 2 would have essentially the same geology and hydrology impacts when compared to the proposed project. The same mitigation measures required for the project would apply to reduce impacts to below a level of significance. The increase in residential units and commercial area associated with this alternative would generate more GHG emissions than would be generated under the proposed project. Unlike the proposed project, this alternative would require mitigation to reduce impacts to below a level of significance. Such mitigation could include additional measures to reduce GHG emissions produced by the project directly (e.g., use of solar panels or additional energy conservation measures) or the purchase of GHG off sets.

Buildout of the site under Alternative 2 would not exceed the maximum allowed area of office/commercial uses within the Planned Development zone or the maximum allowed residential density in the RM-20 zone. In addition, a General Plan Amendment would not be required to accommodate development of this

alternative at the site, as this alternative does not include a hotel. Therefore, impacts with respect to the alternative's consistency with the City's applicable land use designations would be similar to those of the proposed project and less than significant. Alternative 2 would create increased impacts related to noise and would require mitigation measures, similar to those applied to the proposed project. Due to the increased density of Alternative 2, public schools would experience a greater impact than expected to experience with the proposed project. Nevertheless, similar to the proposed project, impacts to schools would be less than significant after the payment of statutory impact fees.

Alternative 2 includes more commercial area than the proposed project (155,000 sf of commercial space versus a 66,516 sf hotel) as well as an increased number of residential units (180 units versus 71 units). This alternative would generate an estimated 6,466 additional average daily traffic trips, 136 additional A.M. peak hour trips and 577 additional P.M. peak hour trips compared to the proposed project. The increased number of trips generated by this alternative when compared to the proposed project would further exacerbate LOS issues at the Las Virgenes Road/Lost Hills Road intersection, which is currently operating at LOS E and would operate at LOS F under the 2019 and cumulative scenario. This would result in potentially significant impacts to local roadways both on its own and cumulatively. Because this alternative would be consistent with both the 2030 General Plan and zoning designations for the site, improvements to Las Virgenes Road are expected to alleviate this alternative's impact to this intersection both on its own and under the cumulative scenario. Therefore, implementation of Mitigation Measure T-2, which requires the payment of fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road, would reduce this alternative's impacts to a less than significant level.

Alternative 3 would involve the same amount of residential development, 67 small lot single family residences and two duplexes (four units), as the proposed project. This alternative would include the construction of a three-story hotel instead of the project proposed four-story hotel. The remediation and stabilization of the landslide, street configuration and access, and open space areas would be the same as the proposed project. The hotel building would have a footprint of 22,100 sf in a three-story structure, which is 5,135 sf larger than the proposed project. The hotel would accommodate 111 rooms and less meeting space than the proposed four-story, 120-room hotel. The purpose of this alternative is to address potential aesthetic concerns related to the development of a four-story building on-site that were raised by several commenters at the EIR scoping meeting.

As with the proposed project, Alternative 3 would concentrate site development

within the portions of the property that are lower in elevation. Unlike the proposed project, the three-story elevation of this alternative's hotel component would be similar to commercial development in the vicinity, which includes buildings that range from one to three stories in height. While the height would be reduced, the overall massing and intensity of the hotel component of this alternative would be similar to the proposed project. The impact to views from Las Virgenes Road to designated significant ridgelines and other rolling hillsides would be incrementally lessened, but would remain potentially significant. This alternative would require the landslide remediation that would result in changes to the landscape of the area. The overall change in visual character at the site resulting from this alternative would be similar to that of the proposed project since the overall development footprint would be similar. As with the proposed project, although development would be visually compatible with that of nearby developments, the change in visual character would be significant and unavoidable, still requiring a Statement of Overriding Considerations. The aesthetic mitigation measures required for the proposed project would apply to Alternative 3 in order to reduce impacts to levels below significant.

Alternative 3 would have essentially the same air quality, biological resources, geology, hydrology, land use, and public services impacts when compared to the proposed project. The same mitigation measures required for the project would apply to reduce impacts to below a level of significance.

Alternative 3 would generate incrementally fewer GHG emissions than would the proposed project. Similar to the proposed project, impacts would be less than significant. Similar to the proposed project, this alternative would introduce a new sensitive receptor, the hotel, within the noise contours of Las Virgenes Road and U.S. 101, potentially exposing new visitors to ambient noise levels that exceed the normally acceptable range for interior noise. Mitigation Measure N-4 would also apply to this alternative in order to reduce impacts to less than significant. Construction noise and vibration associated with this alternative would be similar to that generated by the proposed project and would be potentially significant and would require mitigation.

Alternative 3 would reduce average daily trips by 73 and A.M. and P.M. peak hour trips by five, in comparison to the proposed project. Nevertheless, this alternative would result in potentially significant impacts to local roadways both on its own and under cumulative conditions. Implementation of Mitigation Measure T-2, which requires the payment of fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road, would reduce this alternative's impacts to a less than significant level.

CEQA requires that an environmentally superior alternative is identified in the EIR. The No Project Alternative (Alternative 1) is considered environmentally superior because it would eliminate nearly all of the anticipated environmental effects of the project. However, this alternative would not accomplish any of the objectives of the proposed project, including: developing low intensity single family homes, providing commercial opportunities, removing the landslide hazard condition, and providing additional housing. Of the remaining two alternatives, neither is environmentally superior to the proposed project; however, the Three Story Hotel/Surface Parking Alternative (Alternative 3) is environmentally superior to the 2030 General Plan Buildout Alternative (Alternative 2). This is primarily because Alternative 3 would involve a less intensive development than Alternative 2. However, Alternative 3 would have the same development footprint as the project and the three-story hotel would not substantially reduce the overall impact of the project with respect to scenic vistas and changes in visual character. As a result, Alternative 3 would not reduce the significant and unavoidable aesthetics impacts associated with the project and its overall impacts would be about the same as those of the proposed project.

***Rejected Alternatives*** - During the preparation of the EIR, consideration was given to six additional project alternatives, but they were rejected. Furthermore, two additional potential alternatives were analyzed in the Final EIR in response to a comment letter from the Santa Monica Mountains Conservancy. These two alternatives were also rejected, as neither alternative would feasibly attain most of the project objectives of the site, and neither would address the existing landslide condition, which would remain a hazard to existing development along Las Virgenes and Agoura Road. The eight total alternatives considered but rejected include:

- i. No Landslide Repair Alternative
- ii. No Landslide Repair Modified Access Road Alternative
- iii. No Landslide Repair Modified All Residential Units Alternative
- iv. Proposed Project with a Three-Story Hotel and Underground Parking Alternative
- v. All Residential Alternative
- vi. All Residential Project with Park Alternative
- vii. No Landslide Repair Modified 12,500 SF Residential Lots Alternative
- viii. No Landslide Repair Modified 5,000 SF Residential Lots Alternative

These eight alternatives and the reasons they were eliminated from consideration are discussed in detail in Section 6.4 of the EIR.

**D. Public Comments and Responses to the Draft EIR:**

In accordance with Section 15088 of the CEQA Guidelines, the City of Calabasas, as the lead agency, reviewed the comments received on the Draft EIR for the Canyon Oaks Project and prepared written responses to the written comments received. The Draft EIR was circulated for a 53-day public review period that began on July 10, 2015 and concluded on September 1, 2015. A total of 49 letters were received in response to the Draft EIR. The letters and individual responses are provided in Section 8 of the Final EIR.

Many comments that the City received addressed similar topics. For these comments, Global Responses were prepared and referred to within responses, where applicable. This section of the staff report summarizes the Global Responses prepared to address the main concerns expressed in the comment letters.

- **Global Response 1/Traffic:** A number of commenters stated concerns that the project would exacerbate traffic impacts in the area of the project site. The trip generation estimates for the proposed project were developed using the corresponding ITE trip generation rates for “Single Family Detached Housing” (Land Use Code #210) and “Hotel” (Land Use Code #310). The average daily trip rate is 9.52 trips per single family homes, 8 trips per attached dwelling unit, and 8.17 trips per hotel room. The Draft EIR’s estimate of the project’s trip generation (1,650 Average Daily Traffic) is based on conservative, frequently applied trip generation rates.

The EIR analyzes impacts to three roadway segments: Las Virgenes Road north of Agoura Road, Las Virgenes Road south of Agoura Road, and Agoura Road west of Las Virgenes Road. The Draft EIR also analyzed impacts to six intersections: Las Virgenes Road/Mureau Road, U.S. 101 Northbound Ramps/Las Virgenes Road, U.S. 101 Southbound Ramps/Las Virgenes Road, Las Virgenes Road/Agoura Road, Lost Hills Road/Agoura Road, and Las Virgenes Road/Lost Hills Road. The Draft EIR found that all three roadways would operate at acceptable LOS under existing plus project, buildout year (2019) plus project, and cumulative plus project conditions; therefore, the project’s impacts to roadways would be less than significant. The Draft EIR found that all intersections except for the intersection of Las Virgenes Road/Lost Hills Road, would operate at acceptable LOS under existing plus project, buildout year (2019) plus project, and cumulative plus project conditions. Implementation of Mitigation Measure T-2, which requires payment of fair share fees for the construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road, would mitigate the project’s impacts to that intersection to a less than

significant level.

Because the project is less commercially and residentially dense than General Plan buildout of the project site, it would generate fewer trips than what could occur if the site were built out under current General Plan designations. In comparison to General Plan buildout of the project site, the proposed project would have a proportionally reduced impact to level of service (LOS) on roadways and intersections in the project area.

- **Global Response 2/Drought:** A number of commenters stated concerns about the project's impacts to water supplies, particularly in light of statewide drought conditions. In light of the historic drought that California is currently experiencing, the project's impact on water supplies was discussed in Section 5.0, Other CEQA Issues, of the EIR. LVMWD stated that the Draft EIR thoroughly analyzed the potential impacts of the project on water and sewer services. LVMWD's water conservation measures have been updated since the Draft EIR was circulated; therefore, Page 381 in Section 5.4, Other CEQA, of the EIR has been revised to include updated irrigation measures. This minor change does not require recirculation of the EIR. The LVMWD has not issued a moratorium on development; therefore, the City does not have the authority to cease giving entitlements based on drought conditions. In addition, the project includes less commercial and residential density than General Plan buildout of the project site. The project would demand approximately 15,444 fewer gallons per day, or 17 fewer acre-feet per year of water than General Plan buildout of the project site.
  
- **Global Response 3/Views:** A number of commenters suggested that the project would negatively affect aesthetics and viewsheds. Commenters also expressed concern that the hotel would violate height restrictions and block significant views. The EIR found that the project would substantially degrade the visual character of the project site due to the grading and development of a currently undeveloped site and that this impact would be significant and unavoidable. However, the EIR found that impacts to other aesthetic impacts, including significant views, scenic resources, and light and glare, would be less than significant or less than significant with mitigation.

The ARP has reviewed the proposed project and refined it to minimize its visual impact. With their requested refinements, the ARP

determined that the project as currently proposed is consistent with the design guidelines of the General Plan, the Scenic Corridor Design Guidelines, and the Las Virgenes Gateway Master Plan and Design Guidelines.

Current zoning for the project site limits the height of buildings to 35 feet. The applicant is requesting a zone change to Commercial Retail for the hotel component of the project, which allows for buildings greater than 35 feet in height through a Development Plan, which the applicant is also requesting. If both of these requested actions are approved, the project would not be in violation of City height restrictions.

- **Global Response 4/Plan Compliance:** A number of commenters stated concerns that the project is inconsistent with the City's General Plan, the Scenic Corridor Design Guidelines, and the Las Virgenes Gateway Master Plan and Design Guidelines. Section 4.7, Land Use and Planning, of the EIR analyzes the project's consistency with applicable plans, including the General Plan, the Scenic Corridor Design Guidelines, and the Las Virgenes Gateway Master Plan and Design Guidelines. Impact LU-2 of the EIR found that with implementation of the mitigation measures identified throughout the Draft EIR, the proposed project would be generally consistent with applicable land use plans and policies, including the General Plan, the Scenic Corridor Design Guidelines, and the Las Virgenes Gateway Master Plan and Design Guidelines.

The existing General Plan designations for the project site are Planned Development (PD), Residential-Multiple Family 20 (R-MF-20), and Open Space-Resource Protection (OS-RP). The PD designation does not allow for hotel uses. The applicant is requesting a General Plan amendment to change the project site's land use designation to Business-Retail/RMF-20/OSRP; hotels are an allowed use in Business-Retail designations. If these amendments are approved, the project would not be in violation of the General Plan. The Calabasas 2030 General Plan specifically envisions the development of the lower portions of the project site near Las Virgenes Road with a mix of commercial retail and residential uses and the creation of a walkable village. It is acknowledged that the proposed project does not include the retail village envisioned for the project site in the General Plan. However, because the project includes substantially less overall development than is currently allowed under the General Plan, it would have fewer environmental

impacts than would a project built in accordance with the current General Plan land use designations.

The project would be consistent with the Las Virgenes Gateway Master Plan's policies on community design elements, site development limits, the scenic corridor, architectural styles and colors, lighting, sustainable practices, space transitions, and community character. Additionally, the ARP has reviewed the project and found it consistent with the design guidelines of the General Plan, the Scenic Corridor Design Guidelines, and the Las Virgenes Gateway Master Plan and Design Guidelines.

- **Global Response 5/Economics:** A number of commenters state concerns that the proposed hotel was not economically feasible and would result in urban blight. Commenters specifically state concern about the project's potential impacts to the Good Nite Inn. Kallenberger Jones & Co. prepared a market study for the proposed project on behalf of the project applicant in October 2015 (see Exhibit K). The Natelson Dale Group, Inc. (TNDG) conducted an independent peer review of the project applicant's hotel market study on behalf of the City in December of 2015 (see Exhibit K). The purpose of the peer review was to verify the reasonableness of the Kallenberger Jones & Co. study's methodology and conclusions, and to assess the extent to which the market study addresses commenters' concern that the project would result in physical effects, such as urban blight. TNDG considered the market study's geographic market area, data sources, inventory of competitive existing hotels, discussion of site-specific attributes, methodology for forecasting future growth, overall documentation, and defensibility of assumptions. The peer review found that the overall methodology of the market study is sound, well documented and consistent with industry standards.

The market study determined that overall occupancy rates in the geographic market area are healthy and have steadily increased over the past six years. At nearly 84%, the current overall occupancy rate for the evaluated market area suggests that there is significant residual demand for new facilities. The peer review determined that the market study projects a realistic stabilized occupancy rate and ADR for the project and, based on its data and analysis, confirms market demand for the proposed project.

The peer review also analyzed the project's potential impacts as they relate to urban decay. The proposed project would not cause the

closure of any existing hotels and, therefore, would not result in urban decay. Based on the data and analysis provided, the market study projected that the “competitive set” of potentially impacted hotels in the market area would maintain a sustained average occupancy rate of 75% or higher during each year of the forecast horizon, even after taking into consideration the market impact of the proposed project and other pending hotel developments. Given that this projected occupancy rate is well above the industry-standard equilibrium occupancy of approximately 70%, the peer review determined that projected growth in hotel demand would be sufficient to support the proposed project and other anticipated hotel projects without causing any existing hotel(s) to close.

With regard to potential impacts on existing hotels, the peer review indicated that Good Nite Inn and the proposed project would not be in the same “competitive set” of hotels as the proposed project because the Good Nite Inn is classified as an “economy” hotel, whereas the proposed project is classified as an “upper midscale,” “upscale,” or “upper upscale” hotel. Based on this distinction, the peer review determined that the Good Nite Inn would serve a different market segment than would be served by the proposed project.

- **Global Response 6/Alternatives:** Commenters expressed concerns that the Draft EIR’s conclusions that the project alternatives are not feasible are based on subjective opinion and do not include the evidence, such as economic analysis. Pursuant to CEQA Guidelines Section 15131, “Economic or social effects of a project shall not be treated as significant effects on the environment.” Therefore, it is not the purpose of the Draft EIR to evaluate the economic effects of the project, except as they relate to physical effects, such as blight. In Section 15126, the CEQA Guidelines state that “An EIR shall describe a range of reasonable alternatives to the project...which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project.” Therefore, economic viability analysis can assist in evaluating whether a potential alternative could feasibly attain project objectives and financial factors may be a reason that an alternative can be found infeasible.

In December 2015, the TNDG prepared an analysis of the financial feasibility of the original six alternatives that were considered, but rejected in the Draft EIR based on indications of impracticality or infeasibility (see Exhibit K). The TNDG analysis did not consider

factors other than financial feasibility, and thus did not analyze the All Residential Alternative and the All Residential Project with Park Alternative.

TNDG determined that Alternatives listed 1 through 5 would be financially infeasible based on their percent return on cost, which, as shown in Table 8-2, would be either negative or below what a prudent investor would accept for these types of projects. The alternative listed as 6, Proposed Project with a Three-Story Hotel and Underground Parking Alternative, would have a percent return on cost of 26.4 percent; however, TNDG determined that although it would be theoretically feasible, the return on the alternative would be considerably below that of the proposed project, and given the considerable costs (including discounted future receipts) involved in the passage of time from when project costs begin to be incurred to the conclusion of sales or the achievement of full operating revenues in the case of the hotel, would likely be infeasible by prevailing real estate investment standards.

- **Global Response 7/Mitigations:** A number of commenters expressed concern that none of the alternatives would reduce environmental impacts to below a level of significance and, therefore, are inadequate. In Section 15126, the CEQA Guidelines state that “An EIR shall describe a range of reasonable alternatives to the project...which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project.” Section 6.0, Alternatives, includes three alternatives: No Project, 2030 General Plan Buildout, and Three Story Hotel/Surface Parking. The CEQA-required No Project Alternative would avoid the proposed project’s significant and unavoidable impacts related to changes in visual character as well as significant, but mitigable impacts related to scenic views and in the areas of air quality, biological resources, geology, noise and traffic. No significant impacts would occur under this alternative and none of the mitigation measures recommended for the proposed project would apply. The Three Story Hotel/Surface Parking Alternative would reduce the height of the hotel, thus reducing but not eliminating the overall impact of the project with respect to scenic vistas and changes to visual character.

During the preparation of the Draft EIR, consideration was given to three alternatives that would have reduced visual character impacts, but these were rejected. Two new alternatives were considered in

response to a letter from the Santa Monica Mountains Conservancy, but these were ultimately also rejected. In summary, these alternatives were rejected because access to the site would not align with Agoura Road, creating potential traffic safety issues; the onsite landslide would remain a hazard to existing development along Las Virgenes and Agoura roads, as well as to the roadways themselves; because they would require costly features and be financially infeasible and impracticable; and because they would not attain most of the project objectives, which include development of a mix of commercial and residential land uses as provided for by the General Plan and remediating the existing ancient landslide.

**E. Statement of Overriding Considerations:**

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. Under CEQA Guidelines Section 15093, if the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable," and the lead agency must make a statement of overriding considerations.

The analysis of aesthetics in the EIR determined that the proposed project would degrade the visual character of the site. Although the project is consistent with the Las Virgenes Gateway Master Plan and Las Virgenes Corridor Design Plan and would generally provide attractive residential and commercial development that is visually compatible with other development along Las Virgenes Road, 26 percent (20.4 acres) of the site would be graded for residential and commercial development and an additional 25 percent of the site (18.6 acres) would be graded to remove an existing landslide. The change in visual character (as compared to existing conditions of an undeveloped site) would therefore be a significant and unavoidable impact. Mitigation measures beyond the proposed design features intended to minimize the project's visual impact are not available, as essentially any development on this site would cause a significant aesthetic impact and landscaping can only be used to hide some of the proposed development.

Site development as envisioned in the General Plan would require the removal or modification of potentially scenic resources, including oak trees, natural slopes, and native vegetation. Accordingly, regardless of what project is proposed on the project site, the landslide would have to be remediated and the site stabilized for development, triggering the loss of riparian and oak habitats

and creating a significant impact to the visual character of the site. The Alternatives Analysis in the EIR states that the General Plan Buildout of the site would also result in a change in visual character that is significant and unavoidable. In fact, the impact would actually be greater, compared to the proposed project, because the General Plan Buildout alternative proposes denser development.

In the case of the proposed project, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the benefits of the proposed project, a statement of overriding considerations is recommended. The most significant benefit of the proposed project is that it proposes development of a commercial and residential project that is far below the density allowed by the General Plan. Additionally, where the General Plan allows typical multi-family structures (apartment buildings, townhomes, attached multi-level condos, etc.), the proposed project includes detached residential development that is far more compatible with the neighboring residential community in terms of site design, building design, and architecture. As mentioned previously in this staff report, the proposed project is optimal in size and approach.

Another significant benefit of the proposed project, derived from the fact that the project proposes less dense development than what is allowed in the General Plan, is reduced environmental impacts in several other impacts areas including: aesthetics, biological resources, greenhouse gas emissions, and traffic.

Furthermore, the City shall consider the economic benefits of the proposed project. The applicant's hotel market study, for which the Natelson Dale Group, Inc. (TNDG) conducted an independent peer review, confirms market demand for the proposed project based on data and analysis. The City would receive significant transient occupancy tax revenue from operation of this hotel, an economic benefit that merits consideration when opting to override an unavoidable visual impact. Although the General Plan envisions a village-like atmosphere with a mix of retail and office uses in the place of the hotel, it is important to note that one new retail and office shopping center, approximately 0.6 miles west of the project site along Agoura Road, is currently struggling to maintain tenants. Furthermore, a second large retail and office center is near completion on Las Virgenes Road, approximately 1.2 miles north of the project site, and will also soon be seeking retail and office tenants.

For the reasons stated above, it is appropriate, in the case of this specific project, to make a statement of overriding consideration for the unavoidable and significant aesthetic impact on the visual character of the site.

### **REQUIRED FINDINGS:**

The findings required in Sections 17.76.050(A) (General Plan Amendment), 17.76.050(B) (Zoning Map Amendment), 17.41.100 (Tentative Tract Map), 17.62.070 (Development Plan), 17.62.020 (Site Plan Review), 17.62.050 (Scenic Corridor Permit), 17.62.060 (Conditional Use Permit), 17.32.010(E) (Oak Tree Permit) of the CMC, and the required EIR findings are contained in the Resolution No. 2016-610, attached as Exhibit A.

### **CONDITIONS OF APPROVAL:**

See conditions contained in Resolution No. 2016-610, attached as Exhibit A.

### **PREVIOUS REVIEWS:**

#### **Development Review Committee (DRC):**

February 4, 2014	Significant modifications and additional information requested.
May 6, 2014	Minor modifications and additional information requested.
December 16, 2014	Minor modifications and additional information requested.

#### **Architectural Review Panel (ARP):**

March 7, 2014	Panel requested the applicant redesign the hotel and cluster development of the residences.
June 27, 2014	Panel requested further changes to the hotel design and residences.
February 6, 2015	Panel requested minor changes to landscaping and accent material for the residential portion of the project. Panel also requested minor changes to the hotel design.
May 29, 2015	No further comments on residential portion of project. Minor modifications requested pertaining to the hotel.
July 24, 2015	Panel recommended approval of the project.

#### **Traffic and Transportation Commission (TTC):**

February 24, 2015	Canyon Oaks Traffic Impact Study approved with minor modifications.
May 26, 2015	Modified Canyon Oaks Traffic Impact Study approved.

**ATTACHMENTS:**

- Exhibit A: Planning Commission Resolution No. 2016-610
- Exhibit B: Plans (architectural, civil, landscape, and lighting)
- Exhibit C: Draft City Council Ordinance No. 2016-333
- Exhibit D: General Plan Figures II-1 and IX-2
- Exhibit E: Final EIR
- Exhibit F: ARP Minutes
- Exhibit G: Proposed Land Use Map
- Exhibit H: Proposed Zoning Map
- Exhibit I: Story Pole Plan and Photos
- Exhibit J: Geotechnical Feasibility Approval
- Exhibit K: Market study and memorandums from the Natelson Dale Group
- Exhibit L: March 8, 2016 ATE Memorandum- Supplemental Traffic Analysis

**TECHNICAL APPENDIX**

**Location Map:**



**Surrounding Properties:**

	Existing Land Use	Zoning	General Plan Designation
Site	Vacant Lot	PD-RMF-OSDR-SC	PD-RM-OSDR
West	The Colony Homes	RMF-SC	RMF
East	Vacant Land	OS-DR	OS-DR
North	Mobile Gas Station	CR-SC	B-R
Northwest	Commercial Retail	CR-SC	B-R
South	Vacant Land	OS-DR	OS-DR

**PLANNING COMMISSION  
RESOLUTION NO. 2016-610**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF FILE NO. 140000011, A REQUEST FOR DEVELOPMENT OF A 77-ACRE VACANT PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011). THE PROPOSED PROJECT INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES (16.9% OF THE SITE); (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORY HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES (3.8% OF THE SITE); AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES (79.3% OF THE SITE) AS PERMANENT OPEN SPACE. DEVELOPMENT OF THIS PROJECT WOULD REQUIRE A SIGNIFICANT AMOUNT OF REMEDIAL GRADING TO RESHAPE THE LAND TO STABILIZE AN ANCIENT LANDSLIDE HAZARD AREA ON THE SOUTHERN PORTION OF THE SITE. REQUESTED PERMITS INCLUDE: GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, TENTATIVE TRACT MAP, DEVELOPMENT PLAN, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, OAK TREE PERMIT, AND SCENIC CORRIDOR PERMIT. THE PROJECT SITE IS CURRENTLY ZONED PLANNED DEVELOPMENT (PD); RESIDENTIAL-MULTIFAMILY, 20 UNITS PER ACRE (RMF (20)); OPEN SPACE-DEVELOPMENT RESTRICTED (OS-DR); AND IS WITHIN THE SCENIC CORRIDOR (-SC) OVERLAY ZONE.**

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

1. Agenda reports prepared by the Community Development Department.

2. Staff presentations at the public hearing held on March 16, 2016 and March 17, 2016 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, Calabasas 2030 General Plan, Las Virgenes Gateway Master Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. The Environmental Impact Report, inclusive of public comments and responses to comments.
7. All related documents received and/or submitted at or prior to the public hearing.

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

1. The applicant, The New Home Company, Inc., submitted an application for File No. 14000011 on January 7, 2014. Resubmittals of amended plans and technical documents followed on April 7, 2014, November 19, 2014, January 20, 2015, March 18, 2015, and July 9, 2015.
2. A Notice of Preparation was issued on January 28, 2015, and an EIR scoping meeting was held on February 18, 2015.
3. The Draft Environmental Impact Report was completed and made available for public review on July 10, 2015; the public review period ended on September 1, 2015, and comments received were responded to and incorporated into the Final Environmental Impact Report.
4. On April 20, 2015, the application was deemed complete and the applicant was so notified.
5. A noticed public hearing was held by the Planning Commission on March 16, 2016 and continuing through March 17, 2016.
6. Notice of the March 16 – 17, 2016 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.

7. Notice of the March 16 – 17, 2016 Planning Commission public hearing complied with the notice requirements set forth in Government Code Section 65009 (b)(2), and was mailed or delivered to property owners within 500 feet of the property as shown on the latest equalized assessment roll at least ten (10) days prior to the hearing, and was mailed or delivered to the project applicant at least twenty (20) days prior to the hearing.
8. The project site is currently zoned Planned Development (PD), Residential Multi-family (20 d.u. per acre) (RM(20)), and Open Space – Development Restricted (OS-DR).
9. The land use designations for the project site under the City's adopted General Plan are Planned Development, Residential Multi-Family (20 d.u. per acre), and Open Space – Resource Protection.
10. Properties surrounding the project site are zoned: Commercial Retail (CR) to the west and north; Residential Multi-family (12 units per acre) (RM(12)) to the southwest; and Open Space – Development Restricted (OS-DR) to the south and east. The corresponding General Plan land use designations, respectively, are: Business Retail (BR); Residential Multi-Family (RM); and Open Space – Resource Protection (RM-RP).

**Section 3.** In view of all of the evidence presented and based on the following findings and conclusions, the Planning Commission hereby recommends that the City Council certify the adequacy of the Final Environmental Impact Report (EIR), in accordance with CEQA Guidelines, Sections 15090 and 15091, and recommends that the Council adopt a statement of overriding considerations.

### **EIR CERTIFICATION**

Based upon the facts and information contained in the proposed Final Environmental Impact Report, together with all written and oral reports included for the environmental assessment for the application, the Planning Commission recommends that the City Council find that: (1) the Final Environmental Impact Report has been prepared in full compliance with the California Environmental Quality Act and the State CEQA Guidelines promulgated thereunder; (2) the Final Environmental Impact Report reflects the independent judgment and analysis of the City; and (3) this Commission has reviewed and considered the information contained in said Environmental Impact Report with regard to the project application, and has determined the analysis to be fully adequate.

### **ENVIRONMENTAL IMPACT REPORT FINDINGS**

- A. The Planning Commission acknowledges that pursuant to Section 15091 of the CEQA Guidelines, “No public agency shall approve or carry out a project for which an Environmental Impact Report has been certified which

identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation for the rationale for each finding.”

Because the Final EIR identifies a number of potentially significant environmental effects of the proposed project, the Planning Commission hereby recommends that the City Council adopt the Statement of Facts and Findings set forth below as required by Section 15091 of the CEQA Guidelines:

- i. Based on the analyses provided in the Initial Study and EIR prepared for this project, the project may cause potentially significant impacts in the area of “aesthetics”. Meanwhile, impacts to all other resource areas (Biological Resources, Greenhouse Gas Emissions, Land Use/Planning, Transportation/Traffic, Public Services, Air Quality, Geology/Soils, Hydrology/Water Quality, and Noise) would be less than significant, provided the appropriate mitigation measures are incorporated and implemented. Accordingly, mitigation measures have been incorporated into the project via the Mitigation Monitoring and Reporting Program (MMRP) attached as Attachment 1 to this Resolution to mitigate any potential impacts to levels that are less than significant.
- ii. The analysis of aesthetics in the EIR determined that the proposed project would substantially degrade the visual character of the site. Although the project is consistent with the Las Virgenes Gateway Master Plan, the Las Virgenes Corridor Design Plan, and the Scenic Corridor Guidelines, and would generally provide attractive residential and commercial development that is visually compatible with other development along Las Virgenes Road, 26 percent (20.4 acres) of the site would be graded for residential and commercial development and an additional 25 percent of the site (18.6 acres) would be graded to remove an existing landslide and continue to be preserved as open space, together with the remainder of the site. The resultant change in visual character would therefore be a significant and unavoidable impact. All feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the fullest extent feasible; further mitigation measures to minimize the project’s visual impact are not available, given the fact that any development of this site’s 16 developable acres would cause a substantial aesthetic impact.
- iii. The impact upon aesthetic resources is acknowledged, but the environmental, economic, and neighborhood compatibility benefits

of the proposed project to the community override that consideration. The most significant benefit of the proposed project is that it proposes development of a commercial and residential project that is far below (less than one-half) the density allowed by the General Plan, thereby achieving an intensity and range of land uses that will be substantially less impactful to area roadways. Additionally, where the General Plan allows up to 180 units of multi-family residential, the proposed project includes 67 detached single-family homes and four affordable units within two duplex buildings, which is far more compatible with the neighboring single-family residential community in terms of housing density, site design, building design and architecture. The project also provides a significant expected economic benefit to the community resulting from additional transient occupancy tax revenues to the City. Further, the project provides a substantial safety benefit to the community, particularly the adjacent existing residential community known as the Colony, by remediating an existing landslide.

- B. The Planning Commission hereby further recommends adoption of the **Mitigation Monitoring and Reporting Program** attached to this Resolution as Attachment 1.
- C. The Planning Commission finds that in considering the record as a whole, including the Initial Study and Final Environmental Impact Report for the project, there is evidence that the proposed project will have potential for an adverse impact upon aesthetic resources due to landform alterations and partial obstruction of views to the surrounding ridgelines, and that these impacts will remain significant even with incorporation of design measures and mitigation to reduce these impacts. Meanwhile, there is no evidence that the proposed project will have potential for an adverse impact upon wildlife resources or the habitat upon which wildlife depends. Consequently, based upon substantial evidence contained in the Final EIR for the project, the staff reports and exhibits, and the information provided to the Planning Commission during the public hearing, the Planning Commission hereby recommends that the City Council rebut the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.
- D. The foregoing findings and determinations, which reflect the independent analysis of the City of the matters in the record pertaining thereto and are the independent judgment of the City, are based on the information in the record, including but not limited to the findings set forth herein. The Planning Commission further finds that substantial evidence exists to support each of these findings.
- E. The Planning Commission hereby identifies that the location of records with respect to the Final EIR and other documents and materials

constituting the record of proceedings with respect to the certification of the Final EIR is the Community Development Department of the City of Calabasas, and that the custodian of records with respect to the Final EIR and other documents and material constituting the record of proceedings with respect to the certification of the Final EIR is the Director of Community Development of the City of Calabasas.

**Section 4. In the event of a decision by the City Council to certify the adequacy of the EIR and approve the project, the Community Development Department staff shall prepare a Notice of Determination for the Final EIR consistent with State CEQA Guidelines Section 15094(b), and shall promptly file the Notice of Determination with the County Clerk of the County of Los Angeles.**

**Section 5. In view of all of the following evidence and findings, the Planning Commission concludes as follows in regards to the project development application:**

### **PROJECT FINDINGS**

Per section 17.76.050(A) of the Calabasas Municipal Code, the City Council may approve a **General Plan Amendment** provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan.*

For the reasons provided in the General Plan Consistency Table (within the Final EIR and hereby incorporated by reference), the proposed amendment of the General Plan land use map designation from Planned Development, Residential Multi-Family (20), and Open Space – Resource Protection to Business-Retail (B-R), Residential Multi-Family (20), and Open Space – Resource Protection (as shown in Attachment 2) is internally consistent with the General Plan, because it maintains the same mix of land uses for this site as specifically called out in the General Plan’s Community Design Element. Additionally, the proposed amendment will not reduce the acreage of designated open space; it will retain the general shape and limits of the area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the land use designation map will conform the project’s developed areas to the General Plan’s intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan’s current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley’s location. Further, it will not eliminate any anticipated future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element. Furthermore, the amendment will allow for development of a new

commercial and residential community which conforms to the design requirements of the Las Virgenes Corridor Master Plan and integrates with the surrounding developed area. The design of the project complies with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, protection of open space, hillside grading, vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

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

Once the general plan amendment and zoning map amendment changes go into effect to allow for the proposed residential subdivision and commercial hotel to be built within the Residential Multi-Family and Commercial Retail zoning districts, the proposed development will conform to General Plan and Development Code standards specific to each of those project components, and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan, because the proposed project is less than half as dense as allowed for in the General Plan for this site. The amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

3. *The site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s).*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by

an abundance of California annual grasslands, coastal scrub, and oak woodland. The combined total acreage is clearly sufficient land area to accommodate the proposed project, and even after setting aside the planned 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. The General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square feet of commercial space.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary feasibility approval from, various agencies such as the Los Angeles County Fire Department, the Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based meeting the required standards of all the necessary review agencies.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

Per section 17.76.050(B) of the Calabasas Municipal Code, the City Council may approve a **Zoning Map Amendment**, provided that the following findings are made:

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus the addition of Development Plan overlay (as shown in Attachment 3). The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use, continuing the existing protection of these open space areas. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the zoning map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Consequently, because the open space area will remain largely unchanged and with no diminishment of territory, and based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR), this proposed zoning map amendment is consistent with the Calabasas 2030 General Plan. More specifically, the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The Ordinance amending the Zoning Map will not be effective unless and until the associated General Plan Amendment is adopted by City Council. Accordingly, if that Ordinance becomes effective, the proposed Zoning Map Amendment will be consistent with the General Plan as provided in that Amendment.

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus addition of Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use with no diminishment of territory. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, preserving all existing open-space acreage, while also aligning with the contours of the land and the Canyon Oaks project outline. In particular, the proposed amendment to the zoning

map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Once the recommended General Plan Amendment and the Zoning Map Amendment recommended below go into effect, the development will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan. The Zoning Map amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by an abundance of native and non-native grasses, coastal sage and oak trees. The combined total acreage is clearly sufficient land area to accommodate the proposed project, and even after setting aside the planned 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. The General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square-feet of commercial space.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary plan approvals from various agencies such as the Los Angeles County Fire Department, the City of Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based upon meeting the required standards of all the necessary review agencies. Therefore, the proposed project meets this finding.

Section 17.41.040 of the Calabasas Municipal Code (CMC) states that the Planning Commission may approve, conditionally approve, or deny a proposed **Tentative Map**, provided that the following findings are made (per CMC 17.41.100):

1. *The Planning Commission may approve a tentative map only when the commission first finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General*

*Plan, and any applicable specific plan, and that none of the findings for disapproval can be made (see findings 3 and 4 below);*

The proposed subdivision, inclusive of the proposed 71-unit housing subdivision and the 120-room 4-story hotel, and together with the attendant roads, sidewalks, landscaped areas, clubhouse and pool, drainage facilities, and open space lands, is consistent with the City of Calabasas 2030 General Plan because the developed portion of the project will retain the general shape and limits of the development area envisioned in the General Plan, while also aligning with the contours of the land and maintaining the open space area at 61 acres. In particular, the proposed amendment to the land use designation and zoning map will conform the project's developed areas to the General Plan's intended placement of development in the valley on site, and not on the upper hillsides, reflected in the General Plan's current conceptual designation of the residential and commercial portions of the site as a triangular-shaped area corresponding to the valley's location. Furthermore, based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR), this proposed tentative map is consistent with the Calabasas 2030 General Plan policies as discussed therein. This Tentative Tract Map is not effective unless and until the associated General Plan Amendment and Zone Map Amendment are adopted by the City Council. Accordingly, at such time the General Plan Amendment and Zone Map Amendment become effective, the proposed Tentative Tract Map will be consistent with the General Plan as provided in that Amendment. As a result, the proposed tentative map meets this finding.

2. *That in the interest of public health and safety, proposed road and intersection improvements associated with, or otherwise required, for the subdivision comply with the provisions of CMC 17.46.020;*

To provide access into and from the project site, and as necessary to handle increased traffic volumes, additional public street right-of-way will be dedicated along Las Virgenes Road and at the intersection of Las Virgenes Road and Agoura Road; and the project developer will construct and dedicate improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection. The proposed improvements are designed to ensure that the level of service on these two roads continues to meet or exceed the City's minimum level of service requirements, even after development of this project and other adjacent anticipated projects. The subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and parcels, and utilities

have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46. Furthermore, final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes. The proposed tentative map therefore complies with the provisions of CMC Section 17.46.020.

3. *The proposed tentative map shall be denied if the Planning Commission makes any of the following findings:*
  - a. *The proposed subdivision, including its design and improvements, is not consistent with the General Plan, or any applicable specific plan;*
  - b. *The site is not physically suitable for the type or density of the proposed development;*
  - c. *The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or injure fish or wildlife or their habitat;*
  - d. *The design of the subdivision or type of improvements is likely to cause serious public health problems;*
  - e. *The design of the subdivision or the type of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision;*
  - f. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board; or,*
  - g. *The proposed subdivision is not consistent with all applicable provisions of this development code, the Municipal Code, or the Subdivision Map Act.*

For the following reasons, the above listed findings for denial of the proposed tract map cannot be made:

- a. Upon adoption of the proposed General Plan and Zoning Map amendments, the proposed subdivision, including its design and improvements, will be consistent with the Calabasas 2030 General Plan and with the Las Virgenes Gateway Master Plan, for reasons previously stated within this Resolution;
- b. The site is physically suitable for the type and density of the proposed development, as stated elsewhere within this Resolution;
- c. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or injure fish or wildlife or their

habitat, as is determined within the Final EIR for the project and as stated elsewhere within this Resolution, and required mitigation measures will reduce potential impacts to less than significant levels;

- d. The design of the subdivision and type of improvements is not likely to cause serious public health problems. After analysis of the proposed project development and operation, it has been determined that with the implementation of mitigation measures, no significant impacts from noise, vibration, dust, pollutant emissions, safety hazards, or hazardous materials will occur. Additionally, the project will remediate an existing unsafe condition caused by an on-site landslide. Therefore, the above finding cannot be made.
  - e. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision because no roadways or easements exist to accommodate public access through the subject property except for an approximately 790-foot segment of the New Millennium Trail in the southeast corner of the property. The applicant intends to dedicate a trail easement over to the National Park Service, a conservancy, or another not-for-profit entity willing to take responsibility. Furthermore, the project is conditioned to require the applicant to make an irrevocable offer to dedicate the trail easement.
  - f. The discharge of sewage from the proposed subdivision into the community sewer system would not result in violation of existing requirements prescribed by this Municipal Code or the California Regional Water Quality Control Board because the entire project will be served by a sanitary sewer system to be connected to existing sewer main located along the property frontage; the project is substantially below the intensity of use (and projected sewage volumes) envisioned within the General Plan; and the Las Virgenes Municipal Water District has tentatively approved the project plans.
  - g. The proposed subdivision is consistent with all applicable provisions of this development code, the Municipal Code, and the Subdivision Map Act for reasons stated elsewhere within this Resolution and because the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46.
4. *The proposed tentative map may be denied if the Planning Commission, or City Council if applicable, makes any of the following findings:*
- a. *The tentative map is not in conformity with accepted planning or engineering standards;*
  - b. *The environmental, public services or facilities costs to the city taxpayers outweigh the advantages created by the proposed subdivision;*

- c. *The proposed development is not compatible with the character of the neighborhood;*
- d. *The proposed development is in an area not desirable for the intensive use proposed; or,*
- e. *A preliminary soils report or geologic hazard report indicates adverse soil or geologic conditions and the subdivider has failed to provide sufficient information, to the satisfaction of the City Engineer, Planning Commission, or City Council, that the conditions can be corrected in the plan for development.*

For the following reasons the above listed findings for denial of the proposed tract map cannot be made:

- a. The subdivider will dedicate additional public street right-of-way and make improvements to Las Virgenes Road and to the Las Virgenes Road and Agoura Road intersection as necessary to handle increased traffic volumes; the subdivider will also make improvements to storm-water conveyance and detention facilities serving the immediate watershed, and will construct recreational amenities for use by new subdivision inhabitants (and pay required impact fees as applicable under Quimby Act recreational facilities impact fee provisions). All proposed site grading, infrastructure system improvements, dedications and easements, lots and parcels, and utilities have been preliminarily designed in accordance with accepted planning and engineering standards, and have been reviewed and tentatively approved by the City Engineer. Accordingly, the proposed subdivision and associated tentative map conform to accepted present-day planning and engineering standards, and the subdivision design requirements of CMC Chapter 17.46; final engineered plans and specifications for the project shall continue to conform to the provisions of CMC Chapter 17.46, as well as the City's Building Codes.
- b. The environmental impacts associated with the proposed subdivision, as documented in the project EIR, will be mitigated to levels below significance, with the only exception being aesthetic impacts related to public views from the Las Virgenes Road scenic corridor, for which a Statement of Overriding Considerations is included within this Resolution. Also, public services costs for development of the project and for on-going operations and occupation of the constructed housing units and hotel will be borne by the owners, inhabitants, and visitors of those uses and facilities, and will not be a burden to the current city taxpayers.
- c. The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging

in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and the sizes of the proposed two-story homes will likewise be similar to the sizes of the two-story homes found on the adjacent property. Meanwhile, the hotel component of the project will be located along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash. The 101 Freeway interchange is within 600 feet, and the nearest existing residential housing unit is approximately 350 feet away. Meanwhile, tax revenues to the City from the project, following its completion, are expected to be substantial, largely due to transient occupancy tax receipts expected from the hotel component of the project. Accordingly, the project, inclusive of all proposed uses and intensities of use, is located in an area for which it is both appropriate and desirable, and the project as proposed is compatible with the character of the existing mixed residential and commercial neighborhood.

- d. The proposed project would place a commercial use (the proposed hotel) in the same area where the General Plan currently allows up to 155,000 square-feet of commercial development. Similarly, the proposed project would place 71 residential units, in the same area where the General Plan currently allows 180 residential units. Therefore, the proposal is significantly less intense than what is anticipated by the General Plan and current provided for by the General Plan for this area.
- e. The soils and geological conditions reports (included in the project EIR appendix) indicate that an ancient landslide exists along the north-facing slope of the hillside located along the property's southern boundary. The project is designed and engineered around a comprehensive remediation of the slide, which requires over-excavation of the slide material, followed by replacement of the material into an engineered and compacted slope with appropriate storm-water collection and conveyance improvements. The reports and plans have been reviewed and preliminarily approved by the City Engineer, and are discussed at length in the project EIR.

Section 17.62.070 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Development Plan** provided that the following findings are made:

1. *The proposed use is permitted or conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended below are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in part because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project does not meet this finding.

3. *The approval of the development plan for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The location, design, scale and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile, the hotel component of the project will be located approximately 350 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the existing mixed residential and commercial neighborhood.

The clustered-style development proposed by the project, and as requested by the Development Plan, results in a product that is highly compatible with the existing community, far superior in terms of density than the alternative (allowable density in General Plan), and respectful of 61 acres of open space that are protected by the General Plan now and will be permanently protected via a deed restriction as part of this project.

Furthermore, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future anticipated projects in the vicinity will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections. As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

Section 17.62.050(D) of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Scenic Corridor Permit** provided that the following findings are made:

1. *The proposed project design complies with the scenic corridor development guidelines adopted by the council;*

The proposed grading and the addition of buildings on this site would change the visual character of the scenic corridor; however, the design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

2. *The proposed project incorporates design measures to ensure maximum compatibility with and enhancement of the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project.

The project includes outdoor lighting, which for the already developed and heavily traveled Las Virgenes Road corridor is not entirely new or out of character. Meanwhile the project lighting will also carry on into and

throughout the subdivision and would introduce nighttime light into an area that is generally not illuminated today. Conceptual photometric plans have been prepared for the project, and staff review has determined that the plans comply with the requirements of the City's Dark Skies Ordinance to prevent light trespass and limit sky glow. Additionally, lighting will be limited to only the developed portion of the property, leaving approximately 80% of the site in its natural state with no lighting whatsoever. Therefore the proposed project meets this finding.

3. *The proposed project is within an urban scenic corridor designated by the General Plan, and includes adequate design and landscaping, which serves to enhance and beautify the scenic corridor;*

The Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. The project also includes a densely landscaped berm along Las Virgenes Road that screens views of the proposed hotel. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

4. *The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping of the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the

type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 square-feet, and occupy exclusive use areas averaging 4,740 square-feet, while the proposed home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

Site grading will be substantial due to the need to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not anticipated to result in the export of any soil from the project site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

Section 17.62.060 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Conditional Use Permit** provided that the following findings are made:

1. *That the proposed use is conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this development code;*

The project requires a CUP for two proposed uses: (1) the residential clubhouse facility; and (2) the hotel.

The proposed residential clubhouse facility is a conditionally allowed use in the RM(20) zoning district. The proposed residential clubhouse is categorized as a “neighborhood community center”. These clubhouse-type facilities are common among gated residential communities. The proposed clubhouse is fairly small and accommodates only a clubroom, restrooms, and an outdoor pool. Use of this facility would be limited exclusively to residents and their guests. Additionally, for-profit commercial activity will be prohibited.

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. With the approval of the requested General Plan and zoning map amendments, the proposed hotel will be conditionally allowable on site. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential “exclusive use areas,” residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended below are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project does not meet this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

Although portions of the proposed project are consistent with the General Plan, a General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed project as a whole. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that promotes commercial uses that contribute to a sound local economic base. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors in because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the

project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, assuming the General Plan Amendment recommended below is approved, the proposed project meets this finding. If the General Plan Amendment recommended below is not approved, the proposed project does not meet this finding.

3. *The approval of the conditional use permit for the proposed use is in compliance with the California Environmental Quality Act (CEQA); and*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The location and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The site is located at the intersection of Agoura Road and Las Virgenes Road, both of which are arterial roadways designed to handle high traffic volumes. The project site is also located within 600 feet of the freeway interchange with Highway 101. Collector and local roads serving residential communities will not be utilized to access the site. Surrounding land uses include a 48-home residential subdivision, gas stations, car washes, fast-food restaurants with drive-thru services, convenience markets, auto service/repair, a supermarket, a liquor store, two-story shopping centers, and a variety other commercial and office uses.

The proposed 71-home subdivision, within which the clubhouse facility is located, will be characterized by single-family dwellings located on exclusive use areas (similar to lots) ranging in size from 4,163 square feet to 6,759 square feet, which is very similar to the range of sizes for the exclusive use areas within the neighboring subdivision (4,138 s.f. to 7,001 s.f.); and home sizes will also be similar to those found on the adjacent property. Meanwhile,

the hotel component of the project will be located approximately 350 feet away from the nearest existing residential housing unit, and will be situated along Las Virgenes Road directly across the street from a McDonald's restaurant and next door to a Mobil brand gasoline service station and car wash; thus, the project, as proposed and inclusive of all uses and intensities of use, is compatible with the character of the neighborhood.

The clustered-style development proposed by the project results in a product that is highly compatible with the existing surrounding community, and far superior in terms of density than the alternative (the project seeks to develop less than one-half the allowable density in General Plan). Furthermore, 61 acres of open space that will be permanently protected as part of this project.

Finally, the Final EIR contains a traffic and circulation study that includes an analysis of cumulative traffic conditions on nearby intersections. The analysis utilizes the traffic forecast generated for the project and adds the traffic generated by other future projects which may be constructed in the study area. According to the study, cumulative traffic conditions of the proposed hotel and residences, in conjunction with future projects will not exceed the City of Calabasas impact thresholds at any of the analyzed intersections.

As a result, the location and operating characteristics of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity, and the proposed project meets this finding.

Section 17.32.010 of the Calabasas Municipal Code (CMC) allows the review authority to approve an **Oak Tree Permit** provided that the following findings are made:

- 1. The request to remove an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the subject property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project's oak tree report identifies 198 oak trees on-site, of which 145 would not be affected by the proposed project. Implementation of the project would result in the removal of 39 oak trees, 18 of which are heritage oaks. Twenty-two (22) of the 39 removals are the direct consequence of remedial grading for the landslide repair. Because development of any intensity on this site requires remediation of the ancient landslide, the grading required for remediation of the landslide, in turn, results in the removal of twenty-two (22) oak trees. The removal of the additional seventeen (17) oak trees is the result of grading for the entry-street, construction of the eastern debris basin and drainage structure, excavation of the slope behind the hotel,

and non-remedial grading outside of the landslide repair areas, all of which are necessary for development of the site.

Per the project's Oak Tree Mitigation Plan, 410 oak trees are proposed to be planted as impact mitigation on the graded slopes, at prominently visible locations along Las Virgenes Road, and within the areas designated for biological habitat mitigation. Twenty-four of these oaks would be specimen oak trees (60-inch box trees or larger), which would be planted near the entrance to the project site on Las Virgenes Road. Per Mitigation Measure BIO-6, a City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. Therefore, the proposed project meets this finding.

2. *The request to alter or encroach within the protected zone of an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. In addition, such alterations and encroachments can be performed without significant long-term adverse impacts to the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines.*

The project Oak Tree Report identified 198 oak trees on-site, and implementation of the project would result in the encroachment into the protected zones of 14 oak trees. Encroachments would occur at the edges of the manufactured slopes proposed around the building pads, debris basin, and for the landslide remediation. Encroachment would include grade changes within the protected zone of the tree and canopy and/or possible root pruning. These encroachments are necessary for development of the site and to repair the landslide. Therefore, the proposed encroachments are warranted to enable reasonable and conforming use of the subject property.

The Oak Tree Report indicates that the encroachment activities involving the on-site oak trees would not result in significant long-term adverse impacts to the trees. This conclusion has been confirmed by the City's environmental consultant. To further ensure that adverse impacts to the trees are minimized, the applicant shall comply with all of the Oak Tree Report recommendations, all of which have been incorporated into the Conditions of Approval for this Resolution. Therefore, the proposed project meets this finding.

Section 17.62.020 of the Calabasas Municipal Code (CMC) allows the review authority to approve a **Site Plan Review Permit** provided that the following findings are made:

1. *The proposed project complies with all applicable provisions of this Development Code;*

Hotels are not an allowed use in the PD zone per Section 17.11 of the CMC. The applicant is requesting to change the zoning of the commercial segment of the property to Commercial, Retail (CR), which conditionally allows hotels. Given the various site constraints and the pre-established 16-acre development limit, flexibility of development standards required for the CR and RM-20 zoning districts via a Development Plan would be necessary to produce a high quality, environmentally sensitive, and economically beneficial development. Modifications are requested for the following standards per Section 17.18.030 of the CMC: building height of hotel, height of walls exceeding six feet, height of residential entry gate and hotel pool fence, lot size of residential "exclusive use areas," residential setbacks, residential driveway width, and length of loop within residential tract. The proposed project meets all other applicable developments standards for the CR and RM zones. A superior project design is achieved as a result of these requested accommodations.

Provided that the Zoning Map Amendment and Development Plan recommended herein are approved, the proposed project meets this finding. If the Zoning Map Amendment or Development Plan recommended herein are not approved, the proposed project would not meet this finding.

2. *The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;*

A General Plan Amendment from PD-RMF20-OSRP to BR-RMF20-OSRP for the subject parcel must be approved to accommodate the proposed use. Per the General Plan Consistency Review (Table 4.7-2 in the Final EIR), the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29. The General Plan Amendment will not eliminate any future housing capacity in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element, in fact the proposed use will create less traffic than what is anticipated by the General Plan EIR. Furthermore, the amendment will allow for development of a new hotel, in accordance with the provision in the General Plan that states that B-BP uses should provide employment opportunities and a net positive income stream to the City. The design of the proposed development will conform with the City's stated policies and objectives for control of storm water runoff,

control and management of light pollution, and adherence to General Plan policies concerning vehicle trip reduction, promotion of alternative modes of travel, and conservation of energy resources.

The subject site is considered a prominent parcel in both the Las Virgenes Gateway Master Plan and the Las Virgenes Road Corridor Plan. The proposed project is consistent with the land use objectives of the Master Plan because it contains a mix of land uses, including open space, single-family residential and duplexes, and a commercial retail (hotel) component, and fosters connections via sidewalks to the nearby Las Virgenes Creek. The project is also consistent in terms of architectural style and colors because it will be constructed in accordance with Monterey/Spanish style architecture, and will be colored in earth tones, with concrete S-tile, medium colored, non-glaring roofs. Furthermore, the project is consistent with the goal of integrating sustainable practices into the proposed design, including site planning, building form, materials, and landscaping in that the proposed project's development footprint is limited, will comply with CalGreen standards, provide drought tolerant landscaping, and be "solar ready".

The project site is located within the designated Ventura Freeway Scenic Corridor and is required to comply with the City's Scenic Corridor Development Guidelines. The design guidelines, recommendations, and requirements set forth by the Scenic Corridor Development Guidelines have been incorporated into the site design to minimize the visual impact of the project to scenic vistas. These include: (a) the use of architectural colors and materials similar to the natural surrounding environment, including tan, earth-tone colors, medium to dark non-glare roof materials, and stone and brick accents; (b) landscaping with native and non-native vegetation; and (c) offering peek-a-boo views through the development. Therefore, provided that the General Plan Amendment recommended herein is approved, the proposed project meets this finding. If the General Plan Amendment recommended herein is not approved, the proposed project would not meet this finding.

The project is also required to comply with the requirements set forth in Section 17.20.150 (Hillside and Ridgeline Development) of the CMC. The project achieves the purposes of the City's Hillside ordinance by including the use of landscape and sloped rooflines in order to complement the contours of the dominant ridgelines, and the use of plantings along the street-facing slopes of development to screen and soften the building architecture. Also, the more substantial retaining walls have been situated behind buildings and toward the rear of the project development area where the walls are screened from public view. Therefore, based on the preceding, and upon the Scenic Corridor Permit findings provided within this resolution, the proposed project meets this finding.

3. *The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);*

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City as lead agency has made a Statement of Overriding Considerations.

4. *The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;*

The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory facilities, and 61 acres of open space), is compatible in design, appearance and scale with existing land uses, development, signs, structures, and landscaping for the surrounding area because it conforms to the General Plan designations for the area by limiting the development footprint to 16 acres, as provided for in the Housing Element, and reducing the intensity of use by more than 50%. Furthermore, the proposed residential subdivision will be nearly identical to the neighboring Colony subdivision (consisting of 48 single-family homes on approximately 12 acres of RM-12 zoned land) in terms of the type of development, which is small-lot single-family homes on exclusive use areas (similar to lots) within a private enclave, and with the homes placed on a graded pad above the nearby commercial corridor. The design of the proposed homes is also compatible with the neighboring Colony subdivision, reflective of the Monterey style architecture suggested in the Las Virgenes Gateway Master Plan. Homes in the Colony average approximately 3,000 s.f. and occupy exclusive use areas averaging 4,740 square-feet, while the proposed home sizes in the Canyon Oaks project will average roughly 2,893 square-feet, with exclusive use areas averaging 4,949 square-feet.

The proposed hotel is situated along Las Virgenes Road, among existing commercial uses. Directly across the street is a McDonald's and the two-story Albertson's shopping. Slightly southwest of the hotel site is a two-story mixed office and retail shopping center and a Jack-in-the-Box. To the north, the

project abuts an existing gasoline service station with a convenience market and self-serve car wash. Like the Albertson's across the street, the proposed hotel is designed to conform to the Monterey style architecture expected for this corridor.

Site grading will be substantial due to a requirement to remediate an ancient landslide, as previously discussed within this Resolution and documented in the project EIR. However, the grading quantities (cut and fill) will cancel out because the excavated slide material will be replaced into an engineered slope and the building pads. Grading work for the balance of the project (e.g., beyond the landslide remediation grading), as necessary for accomplishing adequate site drainage, roads and other infrastructure systems, and building pad preparation, is typical and consistent with other developments that have occurred up and down the corridor and is not expected result in any export or import of soil to or from the site.

Signs on the property will be minimal, and will adhere to the City's sign ordinance standards, as well as the Scenic Corridor requirements for signs. Consequently, the project signs will not be out of character for the surrounding developed area (especially considering the large number of non-conforming signs which exist throughout this area).

Finally, the project is consistent with the design requirements of the scenic corridor and the Las Virgenes Gateway Master Plan, as evidenced by the review and approval recommendation that was issued by the Architectural Review Panel. The ARP determined that use of proposed earth-tone colors, medium to dark, non-glare roofs, and brick and stone accents contribute to the blending of the homes and the hotel with the surrounding natural hillsides; and the use of landscaping, as proposed, would also contribute to the screening and blending of the project into the surrounding natural environment when viewed from the scenic corridor.

Therefore, the proposed structures, signs, site development, grading and landscaping are compatible in design, appearance, and scale with existing uses, development, signs, structures, and landscaping in the surrounding area, and the project meets this finding.

5. *The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features;*

The project will occupy approximately 16 acres of previously disturbed lands (characterized by previously graded pads, improved roads, two large debris basins, channelized drains and ditches, and heavily grazed hillsides) as part of a much larger 77-acre property. The proposed project (inclusive of the 67 single-family homes, four affordable housing units within two duplex buildings, 120-room 4-story hotel, associated landscaping, supporting accessory

facilities, and 61 acres of open space), is 50% less dense than what is allowed on this site by the General Plan. By limiting the development to a pre-established 16-acre area, the project proposes to confirm the General Plan's existing protection for the 61 acres of open space by permanently preserving via a deed restriction of the 61 acres as protected open space. Clustering of residential units, as proposed by the project, was anticipated by the General Plan. Therefore, the proposed project meets this finding.

6. *The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.*

Proposed project development is concentrated on significantly disturbed portions of the 77-acre property, in the westernmost quadrant, close to Las Virgenes Road (an arterial roadway carrying more than 30,000 vehicles per day, and fronted by a wide range of highway-oriented commercial businesses in close proximity). This approach clusters the proposed housing and hotel in the least intrusive portions of the property – away from steep hillsides, sensitive vegetation, riparian and wetland areas, and wildlife habitat areas. Although substantial additional site disturbance will result from the proposed project due to the need to remediate the ancient landslide area (the slide must be over-excavated and then re-formed and re-compacted, thereby improving public safety), more than 79% of the property will be maintained as open space area, of which 38.87 acres (50% of the property) will remain entirely undisturbed even during construction.

The addition of buildings to this currently graded site would change the existing visual character of the site; however, the design guidelines, recommendations, and requirements set forth in the Scenic Corridor Development Guidelines have been incorporated into the project design to minimize the visual impact of the project to scenic vistas. These include: (a) incorporation of contour grading and wetland and oak tree mitigation to mimic a natural hillside; (b) use of on-site landscaping around the perimeter of the site development boundary to physically minimize light spillover impacts; (c) installation of a significant amount of overall landscaping to reduce the visual impact of the proposed project on the viewshed; (d) use of earth-tone colors, medium to dark colored/non-glare roofs, and brick and stone accents for the hotel and residential structures; and (e) articulation of design and incorporation of architectural relief elements that successfully avoid large straight, blank facades. Additionally, and as referenced in the EIR, all feasible mitigation measures to reduce the project's visual impact to the scenic corridor have been incorporated into the design of the project. Therefore, the proposed project meets this finding.

**Section 6. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission approves File No. 14000011 subject to the following agreements and conditions:**

## **I. INDEMNIFICATION AGREEMENT**

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to the approval of this File No. 140000011, including the City's adoption of the requested General Plan amendments, Zoning Map amendments and all other requested permits, or any other activities conducted pursuant to this File No. 140000011. Accordingly, to the fullest extent permitted by law, The New Home Company shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this File No. 140000011, or the activities conducted pursuant to this File No. 140000011. The New Home Company shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

## **II. CONDITIONS OF APPROVAL**

### **Community Development Department/Planning**

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division, dated July 9, 2015.
2. All project conditions shall be imprinted on the title sheet(s) of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors.
3. The project approved herein is depicted on those sets of drawings, elevations, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff will be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.

Prior to issuance of grading or building permits, plans shall be reviewed and approved by the Department of Community Development to ensure compliance

with the plans approved by the Planning Commission and City Council. The plans shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.

4. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
5. This grant shall not be effective for any purposes until after the applicant, or its successors, and the owner of the property involved (if other than the applicant) have recorded this resolution with the Los Angeles County Recorder's Office, and a certified copy of the recorded document is filed with the Community Development Department.
6. Per the discretion provided in Section 17.64.050 of the CMC, this approval shall be valid for five (5) years and eleven days from the date the associated Zoning Map Amendment goes into effect per the adopted City Council Ordinance. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.
7. Prior to the issuance of a grading or building permit, the applicant shall submit a complete final landscaping design and documentation package consistent with Chapter 17.26 of the Calabasas Municipal Code and the California Model Water Efficient Landscape Ordinance, to the Community Development Director for review and approval.
8. This project meets the threshold for state-mandated water-efficient landscaping. Accordingly, the final landscape plans (inclusive of planting and hardscape plans, the planting pallet, drainage plan, and irrigation system plan(s) and specifications), shall be reviewed by Community Development Department staff for conformance with the standards and requirements specified within the 2015 California Model Water Efficient Landscape Ordinance (MWELo) prior to the issuance of a building permit. No certificate of occupancy shall be issued until such plans have been deemed compliant with the MWELo and the landscaping has been installed per such approved MWELo-compliant plans to the satisfaction of the Director of Community Development or his/her designee.
9. All planting within the traffic visibility area will comply with Section 17.26.040(B)(2)(a)(i) of the CMC and shall not exceed 42" in height, as determined by the Public Works Director.
10. All areas outside of the community landscape areas that are disturbed by grading will be restored to an enhanced native condition.

11. All ground equipment is required to be fully screened from view except as prohibited by applicable law. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
12. All exterior lights are subject to the guidelines set forth in the City's Dark Skies Ordinance (Chapter 17.27 of the Land Use and Development Code).
13. Applicant and/or property owner shall provide permanent art work to fulfill the Art in Public Places requirement or pay an in lieu fee of 1% of the building valuation or the maximum fee of \$150,000 as dictated in the CMC Section 17.24.020(B), the artwork shall be installed or the fee paid prior to the issuance of a Certificate of Occupancy.
14. Signage shall be subject to a sign program and Minor Scenic Corridor permit, which shall be submitted under a separate application and brought to the Planning Commission for review and consideration at a later date. All signage shall comply with the requirements of Section 17.30 of the CMC and be designed per the guidelines in. In addition to commercial signage for the hotel, the sign program shall include all signs that are required as a condition of approval in this resolution.
15. Prior to the issuance of a Certificate of Occupancy, the applicant shall demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code to the satisfaction of the Community Development Director. Compliance shall consist of achieving the equivalent of a "silver" rating (at a minimum) using the LEED (Leadership in Energy and Environmental Design) rating system version 2.0 developed by the United States Green Building Council for non-residential use components.
16. To demonstrate compliance with Chapter 17.34 of the Calabasas Municipal Code, the applicant shall submit two documentation packages to the Community Development Department for review in the following manner:
  - a. Prior to issuance of a building or grading permit, the applicant shall submit to the Building & Safety Division a documentation package documenting compliance with all design-related credits being sought. Review and approval of the documentation package is required prior to issuance of a building and grading permit. On a case by case basis, the Director may defer this submittal requirement until a later date for the following reasons: 1) If the applicant can demonstrate through the submittal of a contract that the project team includes a LEED Accredited Professional, 2) if the project team can demonstrate experience with completed development of at least one LEED rated project in California, and/or 3) the project is seeking a LEED "gold" rating or higher.

- b. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit a final documentation package to the Department of Building and Safety that documents compliance with all remaining undocumented LEED credits. Review and approval of the final documentation package is required prior to the issuance of a Certificate of Occupancy.
17. All exterior colors and materials used for construction of the project shall be in substantial conformance with the approved materials and colors palette.
18. Prior to commencement of construction, all necessary grading and building permits must be obtained from the department of Public Works and the Building and Safety Division, respectively.
19. The project must comply with the building standards in effect at the time of submittal to Building & Safety Division for plan review.
20. The project is located within a designated Very High Fire Hazard Severity Zone. The requirements of the Fire Code applicable at the time of Building and Safety Division plan review must be incorporated into all plans.
21. The applicant shall provide the construction contractor(s) and each subcontractor related to the project a copy of the final project Conditions of Approval. The applicant and the City agree that these conditions shall be enforceable through all legal and equitable remedies, including the imposition of fines against each and every person who conducts any activity on behalf of the applicant on or near the project site. The applicant, property owner, and general construction contractor are ultimately responsible for all actions or omissions of a subcontractor.
22. The applicant shall implement all required mitigation measures identified in the Mitigation Monitoring and Reporting Program of the Final EIR, attached as Attachment 1 to this Resolution.
23. The applicant shall retain a qualified environmental consultant to monitor construction activities for compliance with the mitigation measures in the Final EIR. Within 90 days of completion of the project, the applicant shall submit documentation prepared by the consultant that verifies compliance with the mitigation measures in the Final EIR.
24. Prior to issuance of grading permits, the applicant shall submit copies of all approved permits from all other Federal, State, and Local agencies with approval authority over the project. These agencies include, but are not limited to the US Army Corps of Engineers, Regional Water Quality Control Board, Las Virgenes Municipal Water District, the California Department of Fish and Wildlife, Los Angeles County Fire Department, and Los Angeles County Public Works. If no

permit is required from any of these agencies, the applicant shall submit copies of correspondence from those agencies stating that fact.

25. Violations of any of the conditions of this permit shall be cause for revocation and termination of all rights thereunder, pending review and consideration at a public hearing by the City Council.
26. Prior to issuance of Final Certificate of Occupancy, all conditions of approval and mitigation measures shall be completed to the satisfaction of the Director of Community Development.
27. The applicant shall comply with the City's Quimby requirements as outlined in the Calabasas Municipal Code, prior to the issuance of Final Map Recordation and to the satisfaction of the Community Development Director. The applicant may either pay in-lieu fees or dedicate vacant land to the City.
28. Prior to final map approval, the developer will be required to comply with the with provisions of Section 17.20.050(B)(a, b, and c) of the CMC related to maintenance of manufactured slopes.
29. The Home Owners Association's Conditions, Covenants, & Restriction's for the project shall be reviewed and approved by the City Attorney prior to recordation.
30. The future Home Owners Association's Conditions, Covenants, & Restriction's shall clarify what accessory structures may or may not be constructed in yard areas.
31. The clubhouse shall be restricted to use by residents and their guests. For-profit commercial uses are prohibited within the clubhouse.
32. Per Section 17.22.030(B)(2) of the CMC, the rental or sale of the four affordable housing units shall be limited to households of very low income (50% of County Median Income).
33. Per Section 17.22.040(E) of the CMC, the developer is required to pay the commercial affordable housing impact fee prior to building permit issuance.
34. The developer is required to pay all other impact fees, including school fees, prior to issuance of building permits.
35. Per Section 17.34.020(C)(6) of the CMC, all streets within the proposed subdivision shall be named and names shall be approved by the City.
36. Per Section 8.34.050(A) and (C) of the CMC, upon no later than seventy-two (72) hours of notice from the City Community Development Department, the property owner shall remove or otherwise abate from the site any graffiti.

37. The applicant shall be responsible for costs associated with City reviews of technical reports submitted for final project approvals.
38. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future development by recordation of a deed restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&R) or by a recordation of a conservation easement, irrevocable offer to dedicate a conservation easement, or similar instrument that ensures the permanent protection of these 61 acres of open space. Whatever instrument is used shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit and must be approved as to form by the City Attorney before recordation.
39. All proposed improvements shall remain within the tract boundary, the existing right-of-way, or the 20-foot easement for public road purposes on APN: 2069020016.
40. Construction Activities - Hours of construction activity shall be limited to:
- i. 7:00 a.m. to 5:00 p.m., Monday through Friday
  - ii. 8:00 a.m. to 5:00 p.m., Saturday

Stacking of construction worker vehicles, prior to 7:00 a.m. in the morning will be restricted to areas that do not adversely affect adjacent property owners. No vehicles involved in construction of this project shall block the roadway at any time. The applicant or its successors shall notify the director of Public Works of the construction employee parking locations, prior to commencement of construction.

### **Community Development Department/OakTree**

41. The applicant and property owner shall adhere to the specific recommendations contained within the Oak Tree Report, and all provisions of the Oak Tree Ordinance and policies of the City of Calabasas.
42. Plant replacement oak trees onsite to replace each inch of tree trunk diameter removed at a 1:1 ratio. Replacement may include a combination of replanting and payment of an in-lieu fee (to be determined) to the City's Oak Tree Mitigation Fund.
43. Replacement trees shall be planted onsite in the areas proposed for open space and/or in the restoration areas of the project that exhibit conditions favorable for

oak growth. If this is not feasible, then the oaks may be planted on a city-approved off-site property, as detailed in a mitigation agreement.

44. The applicant shall be responsible for the monitoring and maintenance of the mitigation oaks and relocated trees (if any) for a minimum of five years. If any replacement or relocated tree(s) die during the five-year period, the applicant shall plant new replacement trees and the five-year monitoring period shall begin again from the date of planting for the replacement oak.
45. Monitoring intervals will be determined by the project's Oak Tree Consultant (Consulting Arborist) based on site conditions.
46. Following construction, monitoring will be conducted at least at quarterly intervals for the first three years, and will continue bi-annually for the next two years, or more if warranted.
47. Monitoring of trees to be relocated (if any) will commence at least three months prior to any encroachment or grading activities so as to provide important baseline information used to assess the changes in the tree following transplantation. Success criteria for replacement and relocation trees will be based on the success standards set forth in Section VIII.10 of the Oak Tree Preservation and Protection Guidelines.
48. Unless waived by the City, a refundable security deposit, in an equal amount to the PRC value of the removal trees, including the cost of planting and possible replacement, shall be deposited in trust (e.g. a performance bond or similar instrument) with the City of Calabasas (prior to the issuance of the grading permit) to guarantee the implementation of successful replacement. The deposit shall be refunded upon satisfactory completion of the mitigation requirements at the conclusion of the 5-year monitoring period.
49. A mitigation planting plan shall be prepared and submitted for approval City prior to project commencement (i.e., grading permit). If oaks are to be relocated, the plan shall include a relocation feasibility report prepared by an oak relocation specialist.
50. The applicant shall be responsible for notifying the City's Oak Tree Specialist and the project's Consulting Arborist of any changes in the scope of the work and shall insure that all work is performed in accordance with applicable ordinances, permits and procedures. Work performed within the protected zones of the trees shall be preceded by not less than 48-hours' notice of same to the City's Oak Tree Specialist and the project's Consulting Arborist.
51. Grading or trenching work in the protected zone of the trees approved for encroachment must be done using hand implements only; the use of mechanized

tools or equipment is prohibited except where absolutely necessary AND pre-approved by the City and the project's Consulting Arborist.

52. All work conducted within the protected zone of the oak trees shall be performed in the presence of the project's Consulting Arborist. The protected zone shall commence from a point five (5) feet outside of the dripline and extend inwards to the trunk of the tree. In no case shall the protected zone be less than fifteen (15) feet from the trunk of an oak tree. For trees with a DBH of 24 inches or greater, in no case shall the protected zone be less than fifty (50) feet from the trunk of the oak tree. Monitoring of the work by a consulting arborist is subject to inspection and approval by the City's Oak Tree Specialist and shall not relieve the Contractor of the obligation to fulfill all of these conditions.
53. Where absolutely necessary and as approved by the City's Oak Tree Specialist, limited mechanized equipment may be used as follows: a rubber-tired excavator or larger mechanized equipment may be set up outside of the protected zone of the trees and can reach in under the canopies to avoid damage to the overhanging limbs. When pre-approved, other equipment may be used within the protected zone of trees that have been approved for such encroachment in the Oak Tree Permit. Placement of anti-compaction material prior to protected zone access by equipment may be required.
54. All roots pruned shall consist of clean, 90-degree angle cuts and shall not be sealed unless directed by the monitoring Consulting Arborist or the City's Oak Tree Specialist. Major roots (2" or greater in diameter) that must be removed should be cut back to the nearest lateral root where feasible.
55. Removal of the natural leaf mulch within the protected zone of the project oak trees is prohibited except where absolutely necessary for encroachment.
56. Upon completion of the work associated with each oak tree approved for encroachment, a four to six-inch layer of certified mulch shall be placed within the protected zone. Where feasible, the native leaf litter should be retained and used as the mulching material.
57. Any canopy pruning for structural or clearance purposes, including dead-wooding, shall be performed by, or under the direction of, a Certified Arborist in compliance with the latest ANSO pruning standards. Smaller limbs should be tied back out of the way to avoid unnecessary pruning for equipment clearance.
58. Equipment, materials, and vehicles shall not be stored, parked or operated within the protected zone of an oak tree, except on an already improved road base for work that is being performed with encroachment approval.

59. Prior to commencement of grading operations, the applicant or his representative shall provide the City with a copy of the protective fencing plan for the oak trees to be preserved onsite.
60. A minimum five (5) foot high chain link fence in concrete footings with posts installed every eight (8) feet and two (2) feet deep into the natural grade will be required to be installed at the outermost edge of the protected zone plus five (5) feet of each oak tree or group of trees. Fencing shall be no closer than 15 feet to the trunk of any protected tree. Exceptions to this policy may occur in cases where oak trees are located on slopes that will not be grubbed or graded, are located in areas where there is no activity planned, or when oaks are approved for encroachment.
61. When oaks are approved for encroachment, the chain link fencing should be placed in such a manner as to afford the tree the maximum amount of protection while allowing for the encroachment. As a visual barrier to contractors, orange snow-fencing or other temporary fencing should be used at the edge of the protected zone while work is not being performed. Such temporary fencing shall be illustrated on the oak tree fencing plan, should be posted with signage that directs contractors to contact the project's Consulting Arborist when work is to be performed in the protected zone, and should remain in place when work is not actively taking place in the protected zone until the encroachment is completed.
62. All work conducted within the protected zone of the oak trees shall be verified by the City's oak tree consultant at the conclusion of the project. A certification letter is required for all work conducted upon oak trees and shall be submitted within 10 working days after completion of work certifying that all of the work was conducted in accordance with the appropriate permits and the requirements of the Calabasas oak tree protection guidelines.
63. Where chain link fencing is required, signs (minimum 2'x2') must be installed on the fence in four equidistant locations around the tree and must contain the following statement: **WARNING - THIS FENCE IS FOR THE PROTECTION OF THIS TREE AND SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF CALABASAS.**
64. Fences shall remain in place throughout the entire demolition, grubbing, grading, and construction period and may not be removed without obtaining written authorization from the City.
65. Trees that have had their roots or limbs pruned for grading purposes will be monitored at least at quarterly intervals for the first three years following construction, and will continue bi-annually for the next two years, or more if warranted. If an encroached oak tree should fail as a result of the proposed project during the five-year monitoring period, then the tree shall be replaced according to the standards described in this report.

66. Within ten (10) days of the completion of work, the applicant's oak tree consultant shall submit written certification to the Planning Division. The certification shall describe all work performed and shall certify that such work was performed in accordance with the above permit conditions. If any work was performed in a manner not in conformance with these conditions of approval then the applicant's oak tree consultant shall identify the instance or instances of a deviation to any of these conditions.

## **Public Works Department/Engineering**

### **STREET IMPROVEMENTS**

67. The applicant shall install mailboxes and posts per City standards and United States Postal service requirements. The applicant shall provide a letter from U.S. Postal Service securing mailbox location approval prior to installation.

68. Prior to any work being performed within the City right-of-way, the applicant shall obtain an encroachment permit from the Public Works Department.

69. The applicant shall provide plans and details of the project frontage and related street improvements including, but not limited to curb and gutter, sidewalk and driveway to the satisfaction of the City Engineer. Details shall be coordinated with the Planning Division of the Community Development Department, County of Los Angeles Fire Department, the City Landscape Maintenance District (LMD), and the Traffic Division of the Public Works Department.

70. The applicant shall provide plans and details of the new private street (Street "A") and all interior roadways for City review. The new roadways shall comply with the Los Angeles County Department of Public Works standards and requirements.

71. The project access driveways intersecting the new street shall be designed in compliance with the City's driveway and site access policy as set forth in the City Municipal Code, and also in a manner that will allow full conformance with American's with Disabilities Act. The horizontal and vertical alignment for the project's access driveway shall satisfy requirements of the County of Los Angeles Fire Department and the City Engineer.

72. The applicant shall provide line of sight analyses for the project access driveways onto the private street relative to adjacent road alignment and proposed landscape, graded slopes, walls and utility features to insure adequate sight distance will be provided by the project design.

73. Prior to the Issuance of a Grading Permit, the applicant shall provide a horizontal and vertical alignment for the project's interior streets and access driveways, to the satisfaction of the County of Los Angeles Fire Department and the City Engineer.

74. All pavement structural sections shall be designed by the project Geotechnical Engineer/Consultant and Engineering Geologist and submitted in conjunction with the final soils report for review and approval by the Public Works Department.
75. The applicant shall be responsible for maintenance and repairs of all proposed public street improvements until final acceptance by the City Council.
76. The Right-of-way width of Las Virgenes Road adjacent to Canyon Oaks property and project site should be consistent to the width outlined in the Las Virgenes Road Corridor Design Plan.
77. Applicant shall provide for street improvements for Las Virgenes Road per the adopted Las Virgenes Road Corridor Design Plan and Public Works Department pedestrian circulation requirements along the project frontage. The improvements will include but not be limited to provision for a Class II bike lane, sidewalk, additional pavement and curb and gutter on Las Virgenes Road. The overall proposed curb radius, bike lane and sidewalk width and curb alignment of the roadway improvements fronting the project must be consistent with those recommended in the Las Virgenes Road Corridor Design Plan. To avoid project conflicts, the City Engineer must approve the roadway improvements design prior to the applicant receiving project design approval. Off-site road improvement plans shall be approved and permitted for construction prior to issuance of a grading permit for the on-site improvements.
78. The applicant shall implement all recommended improvements/modifications per the approved project Traffic Study to the satisfaction of the City Engineer. A signal modification/improvement and restriping of Las Virgenes Road and Agoura Road intersection will be required. Traffic Signal Improvements and Offsite Striping plans shall be approved and permitted for construction prior to issuance of grading permit for the on-site improvements.
79. The applicant shall provide a guarantee for the installation of required street improvements in the form of labor and material and faithful performance bonds or similar security(ies). The required type of bonds/securities and amounts shall be determined by the City Engineer.
80. The roadway improvement striping plans are required to delineate the existing conditions for a distance of up to 500 feet beyond project boundaries to match the current roadway configuration or as directed by the City Engineer.
81. The applicant shall provide and install street name signs prior to occupancy of buildings.

## **MAPPING AND RELATED DOCUMENTS**

82. The applicant shall have a Tract Map prepared for the project. Such map shall be prepared by a Registered Land Surveyor, licensed to practice in the State of California, or a Registered Civil Engineer, whose status allows him to practice land surveying, licensed in the State of California.
83. The Tract Map shall contain a title sheet that includes provisions for signatures of parties required to appear on the map, including, but not limited to, those listed in the Preliminary Subdivision Report. In addition, the cover sheet shall contain provisions for the signature of the City Surveyor, City Engineer, and the Community Development Director of the City of Calabasas.
84. The Tract Map shall contain a plat which reflects the lot boundaries, parcel and property lines, easements of record, any new easements proposed (which are intended to be conveyed by the final map), a metes and bounds legal description, basis of bearings, data tables and other pertinent data.
85. The final map shall be recommended for approval by the Public Works and Community Development Departments and approved by the City Council of the City of Calabasas.
86. The approved final map shall be recorded with the County of Los Angeles prior to the issuance of a Building Permit by the Community Development Department.
87. The applicant shall provide a current copy of the preliminary title report, prepared within the last 6 months, for the subject property.
88. The applicant's engineer shall plot all referenced easements on the site plans, grading plans and final map.
89. In order to assure that the proposed common area (including, without limitation, any and all private recreational facilities, private open areas, private ways, private NPDES storm water improvements, and private parking) within the subdivision will be properly and adequately maintained, the subdivider shall record with the Los Angeles County Recorder, at the time of recordation of final map, a Declaration of Covenants, Conditions and Restrictions (CC&R's) in a form approved by the City Attorney and legally effective to run with the land.

#### **GRADING AND GEOTECHNICAL**

90. The applicant shall submit a precise grading plan prepared by a Registered Civil Engineer for approval by the Public Works Department. The plans shall be prepared on Public Works standard sheets and shall address the specific grading, drainage, and geotechnical design parameters for design the proposed construction. The plans should include, but not limited to: specific elevation grades, keyways, subdrains, limits of removals, retaining walls callouts every 25 to 50 feet, and other information necessary to establish in detail the horizontal

and vertical geometric design. The plans shall reference the approved geotechnical report, and reflect cut, fill, compaction, over-excavation requirements contained therein. The plans shall reflect all proposed drainage facilities, including storm drains, area drains, catch basins/inlets, swales, and other drainage devices necessary for the interception, conveyance and disposal of on-site and offsite drainage consistent with the project drainage report. The plan should include all laterals and utility lines including sewers and water lines.

91. The applicant shall submit a detailed geotechnical report prepared by a Geotechnical Engineer/Engineering Geologist. The geotechnical report must specifically address the proposed improvement including engineering calculations for all graded slopes, foundations, retaining walls, temporary excavations and other aspects as required by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements. The reports should be in accordance with the County of Los Angeles standards and the Public Works Department requirements.
92. Per conclusions and recommendations of the Geotechnical Feasibility Studies dated January 15, 2015, the applicant shall perform additional detail geologic and geotechnical study for the project as 100-scale and 40-scale plans are prepared.
93. All slopes shall be 2:1 (horizontal to vertical) or less, and in accordance with the approved geotechnical studies.
94. All other requirements, notes and regulations arising from plan review as determined necessary by the City and their reviewers will be required and shall be incorporated into the design as the need arises during plan review.
95. The applicant agrees to address and mitigate any and all geotechnical design engineering and construction issues not contained within these conditions, but associated with the proposed development that may arise during final design and/or construction.
96. The applicant shall eliminate all geologic hazards associated with this proposed development, in accordance with the recommendations of the City's geotechnical consultant and to the satisfaction of the City Engineer.
97. All retaining and privacy walls shall be less than 6 feet in height, unless specifically approved by the City of Calabasas Planning Commission. Wall details and callouts including top of footings shall be included with the Grading Plans. Any walls to be built during rough grading shall be so noted on the plans and shall require the specific approval of the Public Works Department.
98. In addition to global stability analysis, the applicant shall provide an internal and external stability analysis for the proposed segmental walls.

99. Prior to issuance of a grading permit, the applicant shall submit a surety grading improvement bond with the valuation to be determined by the City staff upon submittal of the engineering cost estimate of grading and installation of the drainage device.
100. Prior to issuance of a grading permit, the applicant shall submit official stamped and signed copies of the acknowledgement concerning the employment of a registered civil engineer and technical consultants (Public Works Form K).
101. All excavation, grading, site utility installation (private water, sewer and storm drain), pavement construction and related site work shall be observed and approved by the Public Works Department, pursuant to construction permits issued for approved grading and improvement plans. Changed conditions that affect the Grading and Drainage Plans shall be submitted to the Public Works department in the form of a Change Order (Public Works Forms U and U-1), which shall be approved by the City Engineer prior to commencement of any grading activities that do not conform to the approved Grading and Drainage Plans. If the field conditions deviate from the approved plans without obtaining prior approval of a change order, the City Engineer may issue a Stop Work Notice.
102. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto public streets shall be enforced. All haul routes shall be approved by the City Engineer and a haul route permit shall be obtained prior to starting hauling operations.
103. The grading contractor shall maintain on site at all times a means of controlling dust and other airborne particulates originating from the project site. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. At the discretion of the City Engineer, additional dust palliatives or other effective methods (fencing, screening) may be specified to prevent the migration of airborne dust onto adjacent properties.
104. All grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report. Any deficiencies noted shall be brought to the attention of the grading contractor and the City Engineer. Such observations, verifications, related tests, and other pertinent documentation shall be submitted in writing to the City Engineer.
105. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report

summarizing the required observations, verifications, related tests, and other pertinent documentation to the City Engineer for review and approval.

106. Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade (Public Works Form O) and Building Pad (Public Works Form O) Certifications forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City Engineer.
107. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community Development Department, Building and Safety Division, prior to the issuance of a Building Permit. **No Building Permit shall be issued for the project without these approvals.**
108. Any variations from the approved grading plan must be submitted to the Public Works Department in the form of a Change Order. The engineer of record must submit a complete change order package to Public Works, including a completed Change Order Checklist (Public Works Form U) and Change Order Request (Public Works Form U-1). The change order will be reviewed and approved by the Community Development Department (Planning Division) and the Public Works Department (Land Development Division). The City Planner shall make the determination if the changes require a review by the Planning Commission. Any field changes made prior to the approval by the City may result in the posting of a Stop Work Order by the City Engineer. In such case, all related construction activity shall cease pending review and approval of field changes.
109. Prior to issuance of a Certificate of Occupancy (C of O), the project Civil Engineer of record shall provide As-Built or Record Drawings, prepared on mylar, to the City reflecting any changes to the approved plan prior to initiation of final inspection.
110. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification (Public Works Form P) form. The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.
111. The applicant shall comply with all state requirements for construction within a special studies zone. Copies of the report must be sent to the State Geologist by the applicant prior to the issuance of a Certificate of Occupancy (C of O).

112. The applicant shall provide for the mitigation of the potential for liquefaction, lateral deformation and/or dry sand settlement within the project area and adjacent portions of Las Virgenes Road. The applicant shall provide for additional subsurface exploration and analysis to assure the potential for liquefaction within the project and adjacent portions of Las Virgenes Road is mitigated by the final project design.
113. The applicant shall provide for the mitigation of the existing landslide within the project area. Landslide removal shall occur as directed by the project Geotechnical Engineer, to the satisfaction of the City Engineer.
114. Stabilization fills and subdrain placement shall occur as directed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report.
115. The applicant shall provide for the removal of artificial fill, landslide debris, unsuitable soils and bedrock as directed by the project Geotechnical Engineer, and to the satisfaction of the City Engineer.
116. Upon completion of removal of unsuitable soils, testing shall be performed under the direction of the project Geotechnical Engineer where deemed appropriate to confirm the suitability of the ground improvement performed.
117. Fill placement and related compaction testing, keyway and bench construction and other supervised grading activities shall be observed by the project Geotechnical Engineer, in accordance with the recommendations contained in the final Geotechnical Report. Summaries of observations, tests and other relevant geotechnical data shall be provided to the City Engineer at appropriate intervals during the site grading process.
118. The project grading plans shall be reflective of the excavations necessary to achieve the design grades for the parking garage, adjacent retaining walls, slopes and property lines. Grading plans shall provide sections as necessary to clarify the depth and grade relationships of these excavations.
119. The grading plans and required sections shall clarify the limits of required over-excavation based on the recommendations of the project soils engineer.
120. The applicant shall provide for the control and drawdown of groundwater encountered during excavation operations. The design of such a dewatering system shall be submitted to the Public Works Department and reviewed/approved prior to the issuance of a grading permit.
121. The applicant shall provide for a means of impounding and clarifying groundwater associated with the dewatering system prior to discharge. Such a system shall be submitted for review to the Los Angeles Regional Water Quality

Control Board (LARWQCB) prior to the issuance of a grading permit. Evidence of review and approval shall be submitted to the Public Works Department prior to the issuance of a Certificate of Occupancy.

122. Soil corrosivity shall be analyzed by a corrosion engineer and recommendations incorporated in the final Geotechnical Report. Specific recommendations for project concrete construction and the protection of ferrous and copper metals shall be incorporated into the final design provisions for site improvements and building components.
123. Design of retaining/flood walls at debris/detention basins shall be consistent with the recommendations of the project Geotechnical Engineer, with allowances for fluid pressure and impact forces.
124. A seepage analysis shall be prepared for retaining/flood walls at debris/detention basins by the project Geotechnical Engineer. Such analysis shall consider seepage rates based on maximum level fluid surcharge, footing geometry and in-place soils characteristics. Based on calculated rates of seepage, toe drains or other equally effective means shall be specified to insure subdrainage is intercepted and conveyed to an approved point of disposal.

## **HYDROLOGY AND DRAINAGE**

125. The applicant shall have a final drainage study prepared by a Registered Civil Engineer licensed to practice in the State of California. The drainage study shall be prepared in report format and include sections addressing on-site and off-site drainage areas, existing and developed conditions hydrology, the design hydraulics for the proposed on-site and off-site drainage systems, including sizing of inlets, conduits, v-ditches, down drains and other structures, storm water detention and water quality mitigation measures, and associated calculations and conclusions. The drainage study shall include documentation that all building finish floor elevations will remain at least one foot above the 100-year storm recurrence interval ( $Q_{100}$ ) water surface elevation and/or Capital Flood ( $Q_{50}$  Bulk and Burned) (whichever is higher), identifying overflow pathways. The drainage study shall be submitted to the Public Works Department and approved by the City Engineer prior the issuance of a grading permit.
126. The applicant shall have a drainage analysis prepared for Las Virgenes Road, reflective of drainage areas tributary to the required area of improvement. Such analysis shall take into consideration existing and proposed roadway cross sections and related flow patterns. Such analysis shall be included in the final drainage study.
127. All drainage shall be sloped 2% away from all parts of structures along impervious surface and 5% away along pervious surface, in conformance with California Building Code; or as per geotechnical engineer's recommendations;

and conveyed through an on-site storm drain system to an approved point of disposal.

128. The applicant's engineer shall provide for interception of off-site drainage and related sediment/debris flows from areas subject to burning. Where attenuation of sediment/debris is not contemplated, and bulk-flow inlets or similar facilities are to be used for this purpose, the design of such facilities and related storm drain conduits shall be consistent with the requirements of the County of Los Angeles.
129. The applicant's engineer shall provide for detention of on-site storm drainage, based on either offsite storm drain capacity limitations or a 'no net increase' approach, whichever yields the greater volume of required detention. In either case the required volume shall be calculated by unit hydrograph or other approved means. Such calculations shall be included in the final drainage study.
130. The portion(s) of the site intended for detention of storm water shall be reflected on the drainage plans, and include construction details for size, shape, volume, fencing and access for maintenance. Design of the outlet works for the areas of detention shall be such that the required volume of detention is attained and the approved maximum rate of outflow is not exceeded. Details of the design of the detention areas and outlet works shall be consistent with those contained in the final drainage study.
131. The applicant's engineer shall prepare drainage plans detailing the required design of the proposed on-site and off-site storm drain systems. The design shall be consistent with the calculations contained in the final drainage study, with appropriate details to allow for plan review, inspection and construction of the required facilities. The on-site storm drain plans, along with plans for any necessary extensions of offsite storm drain systems and connection details, shall be prepared in plan and profile format, and shall be submitted to the Public Works Department for review and approval prior to the issuance of a grading permit.
132. The applicant shall construct drainage improvements and offer easements needed for street drainage or slopes. All public drainage improvements shall be approved and accepted for operations and maintenance by the County of Los Angeles Flood Control District prior to City approval.
133. The applicant's engineer shall design drainage facilities associated with improvements along Las Virgenes Road. Drainage inlets shall be curb-opening type, located and sized to intercept street flows and limit pavement drainage spread to maintain a 'dry' lane at all times during the peak drainage event. Drainage intercepted by and concentrated in curb and gutter sections shall be intercepted by an appropriately sized curb-opening inlet, and shall not be allowed to cross travel lanes.

134. Unless specifically approved by the City of Calabasas and the County of Los Angeles Public Works Departments, the on-site storm drainage system shall be privately owned and maintained. Drainage plans shall clarify that the on-site storm drain system is not to be maintained by either the City of Calabasas or the County of Los Angeles.
135. The applicant shall provide for the perpetual ownership and a program of regular maintenance of the on-site drainage facilities, including but not limited to the proposed storm drain pipes, catch basins, interceptor ditches, debris basins, detention facilities, water quality treatment devices, area drains, etc. The proposed program shall be submitted to the Public Works Department for approval and shall include exhibits showing the locations of facilities to be maintained, and narrative descriptions of the facilities with required frequency of maintenance. Any debris and detention facilities shall be adequately detailed to allow the perpetual maintenance of required volume. Such details shall include limits and dimensions of facilities (i.e.: top and bottom dimensions, depth, design volume) such that future maintenance and cleaning efforts shall adequately restore the shape and operational capacity of the facility. The approved program shall be included in the project CC&R's and recorded with a maintenance covenant to insure perpetual maintenance of such facilities and devices.
136. The applicant's engineer shall provide for the mitigation of the project's storm water quality impacts. The applicant's engineer shall provide calculations for the sizing and location of devices intended to mitigate such impacts in accordance with the County of Los Angeles NPDES, SUSMP, and USMP requirements and the County of Los Angeles Low Impact Design (LID) Manual. Choice of best management practices (BMP's) shall be consistent with those reflected in the LID manual and in accordance with the applicant's SUSMP Exhibit. Calculations shall be submitted with the final drainage study. The locations of required water quality treatment devices shall be shown on the drainage plans. Details of the required devices shall be included in the drainage report and detailed on the project plans.

## **UTILITIES**

137. All new utilities serving the proposed project shall be placed underground.
138. All existing overhead utilities (electric, telephone, cable, etc.) along the project frontage and along the project boundaries shall be converted underground.
139. The project shall connect to an existing sewer. The applicant shall construct a 6-inch minimum sewer lateral to connect the proposed project to the existing available sewer main.
140. The applicant shall have a Sewer Area Study prepared by a Registered Civil Engineer licensed to practice in the State of California. The sewer study shall demonstrate to the satisfaction of the City Engineer that there is available

capacity for the projects sewer flows to be added to the downstream sewer collection system.

141. Sewer connection fees shall be paid to the Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees to Public Works prior to issuance of a Building Permit.
142. The project shall connect to an existing water main. The applicant shall construct a water service lateral to connect the proposed project to the existing available water main.
143. Water service connection, associated meter fees and any other miscellaneous fees/assessments shall be paid to Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees (ie: LVMWD's Financial Arrangement Letter) to Public Works prior to the issuance of a Building Permit.
144. The applicant shall grant easements to the City, appropriate agency, or entity for the purpose of ingress, egress, construction and maintenance of all infrastructure constructed for this project, to the satisfaction of the City Engineer.
145. The applicant shall pay all energy costs associated with street lighting for a period of one year from initial street light use. The applicant shall also complete annexation to the County Lighting Assessment District for payment of future maintenance and power prior to issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit.

#### **TRAFFIC AND TRANSPORTATION DIVISION**

146. The project is located within the Lost Hills/Las Virgenes Road Bridge and Thoroughfare Construction Fee (B&T Fee) District. Project will be required to pay \$3,179 per single family residence (SFR); \$1,971 per multi-family residential unit and \$1,939 per hotel room. As proposed, the B&T fee @ 67 SFR; 4 units and 120 rooms is \$453,557. Final payment amount will be based on number of approved units and hotel rooms. Payment of B&T District Fees to City will be required prior to issuance of a Certificate of Occupancy.
147. Construction activity and traffic control shall be staged such that vehicular, pedestrian and bicycle access to adjacent properties are maintained at all times.
148. The applicant shall be responsible for striping and curb marking changes on Las Virgenes Road and Agoura Road that are affected by the addition of a new private street at the intersection and construction activity near the site. Striping plans prepared by a Registered Civil/Traffic Engineer shall be approved and permitted for construction by the Public Works Department prior to issuance of grading permit for the on-site improvements.

149. The applicant shall be responsible for traffic signal improvements at the intersection of Agoura Road and Las Virgenes Road. The improvements shall include, but not be limited to, adding separate left turn phases on Las Virgenes Road; replacement of a new signal cabinet, signal controller and other appurtenance devices; upgrading signal hardware such as signal heads, standards and safety lights; replacement of new pedestrian countdown signal heads and push buttons; replacement/installation of signal interconnect and underground conduits; and, replacement of the video detection cameras.

150. The applicant shall pay for the signal timing adjustment at the intersection of Las Virgenes Road and Agoura Road. The retiming will also include signal coordination between US-101 SB Ramps and Lost Hills Road on Las Virgenes Road. The payment amount is \$5,000. Payment of the timing adjustment fees to City will be required prior to issuance of a Certificate of Occupancy.

**Public Works Department/Environmental Services Division**

151. This project will disturb one acre or greater of land, and therefore, must obtain coverage under a statewide General Construction Activities Stormwater Permit (General Permit). Prior to issuance of a grading permit, the applicant must submit to the City:

- a. Proof of PRD filing confirmation with the State Water Resources Control Board under the new General Permit (Order No. 2009-0009-DWQ Permit);
- b. A statement of owner's certification that a State Water Resources Pollution Prevention Plan (SWPPP) has been prepared; and
- c. A copy of the SWPPP prepared for the project complying with all applicable requirements of the Order No. 2009-0009-DWQ.

152. This is a Planning Priority Project as defined in the City of Calabasas' National Pollutant Discharge Elimination System (NPDES) permit. As such, the construction drawings must incorporate the following five requirements into the project design prior to the issuance of the grading permit:

- a. Conserve natural areas;
- b. Protect slopes and channels;
- c. Provide storm drain system stenciling and signage;
- d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and

- e. Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.
153. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction site:
- a. Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
  - b. Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
  - c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and
  - d. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.
154. This project is a development planning priority project under the City's NPDES Municipal Stormwater Permit. An Urban Stormwater Mitigation Plan (USMP) that incorporates appropriate post-construction best management practices (BMPs) into the design of the project must be prepared and approved prior to issuance of any grading. Please refer to the Los Angeles County *Standard Urban Stormwater Mitigation Plan (SUSMP)* for applicable design requirements. The project-specific USMP shall describe how this project design conforms to all requirements set forth in the SUSMP and must include a fully executed and recorded "Maintenance Covenant for Parcels Subject to SUSMP Requirements" to provide for on-going maintenance of the BMPs that have been chosen.
155. All storm drain catch basins shall be retrofitted with the full capture debris screens approved by the Los Angeles County Flood Control District. The full capture devices shall be similar to the devices installed in adjacent public streets.
156. Provide adequate filtration for all hillside drains to capture debris and sediment before entering the storm drain system.
157. Landscape areas should utilize a concave design to capture irrigation runoff and first  $\frac{3}{4}$  inch of a two year storm event for the landscape area only; additional capacity should be included if runoff from the roof and all hardscape areas is directed to landscaped areas.

158. Direct runoff from the driveway toward permeable areas and construct portions of the driveway from porous materials.
159. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems. The applicant shall provide proof of recycling quantities to obtain final clearance of occupancy.
160. Per the CMC Chapter 8.16, “no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas.” Recology is the only service provider permitted to operate in Calabasas. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
161. Grading shall be prohibited from **October 1<sup>st</sup>** through **April 15<sup>th</sup>**, unless the City Engineer determines that soil conditions at the site are suitable, and adequate and effective erosion and sediment control measures will be in place during all grading operations.
162. Individuals responsible for SWPPP preparation, implementation, and permit compliance shall be appropriately trained. This includes those personnel responsible for developing the SWPPP called Qualified SWPPP Developer (SQD) and those personnel responsible for installation, inspection, maintenance, and repair of BMPs called the Qualified SWPPP Practitioner (QSP). They shall provide a certificate of appropriate trainings. Training sessions are offered by government agencies or professional organizations.
163. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction site left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City Ordinance and State law. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapter 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued “Stop Work Notices” and/or fines levied against the owner/developer/contractor.

### **Las Virgenes Municipal Water District**

164. Pay applicable water meter and sewer fees prior to construction.

165. The applicant shall implement and maintain water conservation measures including but not limited to, fixture design and installation (use of ultra-low flush/flow toilets and shower heads), and hot water circulating systems.
166. The applicant shall implement maximum use of recycled water during and after construction, including landscaping and inside the hotel for sanitary purposes. The applicant shall be required to meet all of the District's conditions of service in order to be served.

### **Los Angeles County Fire Department**

167. Obtain all applicable permits and approvals from the Los Angeles County Fire Department.
168. All gates shall be equipped with Fire Department approved locking devices.
169. All access roadways less than 36 feet in width shall be labeled "No Parking Fire Lane" and posted in accordance with Appendix D, Section D103 chapter D103.6 of the County of Los Angeles Fire Code.
170. Submit three copies of the Final Map to LACoFD, Land Development for review and approval prior to recordation.
171. All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. All required fire hydrants shall be installed, tested and accepted prior to construction.

**Section 7. All documents described in Section 1 of PC Resolution No. 2016-610 are deemed incorporated by reference as set forth at length.**

PLANNING COMMISSION RESOLUTION NO. 2016-610 PASSED,  
APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Maureen Tamuri, AIA, AICP  
Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew T. Summers  
Assistant City Attorney

Planning Commission Resolution No. 2016-610, was adopted by the Planning Commission at a regular meeting held March 17, 2016, and that it was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

“The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought.”

**ATTACHMENTS:**

Attachment 1- Mitigation Monitoring and Reporting Program

Attachment 2 - Proposed Partial General Plan Land Use Map

Attachment 3 - Proposed Partial Zoning Map

## MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires adoption of a reporting or monitoring program for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The Mitigation Monitoring and Reporting Program (MMRP) is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP.

The Final EIR included 25 mitigation measures to address potential impacts related to aesthetics, air quality, biological resources, geology and soils, noise, traffic and circulation. The following table will be used as the checklist to determine compliance with this measure.



Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<b>Aesthetics</b>						
<b>AES-1 Landscaping Plan.</b> Any vegetation included on the Landscaping Plan along Las Virgenes Road shall be species that do not typically grow to a height that would exceed 30 feet.	Review landscaping plan to verify compliance.	Prior to issuance of building permits.	Once.	City of Calabasas Community Development Department.		
<b>Air Quality</b>						
<b>AQ-1(a) Dust Control Measures.</b> The following shall be implemented during grading and construction to control dust. 1. All exposed, disturbed, and graded areas onsite shall be watered three times (3x) daily, covered with environmentally safe soil stabilization materials, and/or roll compacted, until completion of the project construction to minimize the entrainment of exposed soil. 2. Gravel aprons or other equivalent methods shall be used during project construction to reduce mud and dirt trackout onto truck exit routes. 3. The applicant shall assign a site manager to act as a community liaison concerning on-site construction activity, including resolution of issues related to PM generation. 4. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 5. Non-toxic soil stabilizers shall be applied according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more). 6. Traffic speeds on all unpaved roads shall be reduced to 15 miles per hour or less.	Verify that dust control measures are included as a note on all grading and building permits; field verify compliance.	Prior to issuance of grading and building permits; continuously during grading and construction.	Once for grading and building permit verification; field verification periodically during grading and construction.	City of Calabasas Community Development Department.		
<b>AQ-1(b) Construction Equipment Controls.</b> The following shall be implemented during construction to minimize emissions of NOx, PM <sub>10</sub> , and PM <sub>2.5</sub> associated with diesel construction equipment. 1. All off-road construction equipment greater than 50 horsepower shall meet U.S. EPA Tier 4	Verify that construction equipment control measures are included as a	Permit check prior to issuance of building permits;	Once for permit check; field verification periodically during grading and	City of Calabasas Community Development Department.		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date
<p>emission standards, where available. All construction equipment shall be outfitted with Best Available Control Technology devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations.</p> <p>2. 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) shall be used. If the applicant provides the City evidence that 2010 model year or newer diesel trucks cannot be obtained, the City of Calabasas shall require trucks that meet U.S. EPA 2007 model year NO<sub>x</sub> emissions requirements.</p>	<p>note on all grading and building permits.</p>	<p>continuously during grading and construction.</p>	<p>construction.</p>			
<p><b>Biological Resources</b></p>						
<p><b>BIO-1(a) Pre-construction Special-Status Wildlife Surveys and Construction Monitoring.</b> No more than one week prior to vegetation clearing and ground disturbance within the project site, a qualified biologist shall conduct pre-construction surveys for special-status wildlife species within the construction footprint and within a 200-foot survey buffer area. The surveys shall include mapping of current locations of special-status wildlife species for avoidance and relocation efforts and to assist construction monitoring efforts. In addition, during any construction activities involving vegetation clearing, the applicant shall contract with a biologist to conduct biological monitoring so as to assist in avoiding and minimizing impacts to special-status wildlife and protected nesting birds in the path of construction. Other locally important wildlife species or wildlife SSC, which are not formally listed, shall be captured by a qualified biologist, when possible, and relocated to adjacent appropriate habitat within the open space on-site or in suitable habitat adjacent to the project area (either way, at least 200 feet from the grading limits).</p>	<p>Verify that a qualified biologist has conducted pre-construction surveys and continual biological monitoring for special-status wildlife species within the construction footprint and survey buffer area, if a species is identified. CDFW shall be notified and consulted</p>	<p>Survey prior to issuance of grading permits; field verification as necessary throughout grading and construction.</p>	<p>Once for survey; field verification as needed periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p>The CDFW shall be notified and consulted regarding the presence of any special-status wildlife species found on-site during the pre-construction surveys or during biological monitoring. If a Federally-listed species is found prior to or during grading of the site, the USFWS shall also be notified. Only a USFWS-approved biologist shall be authorized to capture and relocate listed species.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site. Construction monitoring shall be conducted during any construction activities involving vegetation clearing, or modification of natural habitat. The methods and results of the pre-construction survey(s) and any relocation efforts during those surveys shall be documented in a brief letter report (Pre-Construction Survey Report) and submitted to the City no later than three weeks following the completion of the last survey. The methods and results of the biological monitoring and any relocation efforts conducted during construction shall be documented in a brief letter report (Biological Monitoring Report) and submitted to the City upon completion of vegetation clearance and initial natural habitat alteration.</p>	<p>regarding the presence of any special-status wildlife species and USFWS shall be notified if a federally-listed species is found on-site.</p> <p>Pre-construction surveys shall be conducted no more than one week prior to construction activities within the project site and shall be submitted to the City no later than three weeks after completion.</p>					
<p><b>BIO -1(b) Conduct Nesting Bird Surveys, Establish Active Nest Avoidance Buffers, and Monitor Active Nests.</b> Because construction is proposed to occur during the bird breeding season (February 1 to August 31), the project is subject to bird survey requirements. Pre-construction nesting bird surveys shall be conducted to determine the locations of nesting birds. Bird surveys shall include a minimum of three nesting bird surveys to be conducted by a qualified biologist, within two weeks, and no more than three days prior to the start of vegetation clearing. Weekly bird nesting surveys shall be</p>	<p>If initial ground disturbing activities occur during the breeding bird nesting season, verify that a qualified biologist has performed a nesting bird survey with</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading and construction.</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p>reinitiated if land clearing activities are delayed for more than one week. The nesting bird survey area shall include a buffer around the grading limits and land clearing limits of 500 feet to accommodate potential raptors that could be affected. Generally, if an active bird nest is found, a maximum 300-foot buffer (depending on the species and noise and site conditions) would be established surrounding the nest(s) and shall be flagged for avoidance. If any active raptor nests are found, typically a suitable buffer area of 250-500 feet from the nest shall be established until the nest becomes inactive (absence of eggs, chick, and adults). The avoidance buffer area for nesting birds may be reduced upon the approval of the monitoring biologist as determined by the species nesting and the activity being conducted. If an active nest of a special-status bird species is found, a suitable buffer area of 200-500 feet from the nest (depending on the status of the species) shall be established until the nest becomes inactive, and CDFW/USFWS shall be consulted.</p> <p>If active bird nests are found and avoidance buffers are established prior to or during construction, a biologist shall monitor the active nest(s) during initial land clearing activities and/or construction activities to determine whether the recommended avoidance buffers are adequate to the point that nesting activities are not being stressed or jeopardized. Disturbance may occur within the avoidance buffer area only after the young have fledged (i.e., the birds are no longer reliant on the nest) as determined by the monitoring biologist.</p> <p>The methods and results of the nesting bird survey(s), any nesting bird avoidance efforts as a result of those surveys, and the success of the avoidance buffers shall be documented in a letter report (Nesting Bird Survey and Active Nest Monitoring Report) and shall be submitted to the City no later than three weeks following</p>	<p>results submitted to the City. If active bird nests are located during the pre-construction survey and could be impacted, field verify buffer zones.</p>					

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
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<p>the completion of active nest monitoring activities.</p> <p><b>BIO-1(c) Pre-construction Bat Surveys and Construction Monitoring.</b> To avoid the direct loss of bats that could result from removal of trees and/or structures that may provide maternity roost habitat (e.g., in cavities or under loose bark), tree removal or relocation shall be scheduled between October 1 and February 28, outside of the maternity roosting season. If trees and/or structures must be removed during the maternity season (March 1 to September 30), a qualified bat specialist shall conduct a pre-construction survey to identify those trees and/or structures proposed for disturbance that could provide hibernacula or nursery colony roosting habitat for bats.</p> <p>Each tree and/or structure identified as potentially supporting an active maternity roost shall be closely inspected by the bat specialist no greater than 7 days prior to tree disturbance to more precisely determine the presence or absence of roosting bats.</p> <p>If bats are not detected, but the bat specialist determines that roosting bats may be present at any time of year, it is preferable to push any tree down using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree shall be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree shall then be pushed to the ground slowly and should remain in place until it is inspected by a bat specialist. Trees that are known to be bat roosts should not be cut up or mulched immediately. A period of at least 24 hours shall elapse prior to such operations to allow bats to escape.</p> <p><b>BIO-1(d) Rodent Control.</b> Rodenticides are prohibited. This requirement shall be printed on the landscape plans for each residential development approved, and included in the project covenants, conditions and</p>	<p>If trees and/or structures that may provide maternity roost habitat must be removed during the maternity season, verify that a qualified bat specialist has conducted a pre-construction survey with results submitted to the City. If trees and/or structures are identified as potentially supporting an active maternity roost during the pre-construction survey and could be impacted, field verify that the appropriate tree removal method is used.</p> <p>Verify that landscape plans, project covenants,</p>	<p>Survey verification prior to issuance of grading permits; field verification as necessary during grading.</p> <p>Review of plans prior to issuance of final</p>	<p>Once for survey verification; field verification as necessary periodically during construction.</p> <p>Once for plan review; resident communication annually.</p>	<p>City of Calabasas Community Development Department.</p> <p>City of Calabasas Community Development</p>		

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<p>restrictions ("CC&amp;Rs"), and recorded on the deed for each residential lot. The CC&amp;Rs shall stipulate that the prohibition on rodenticides shall be the subject of at least one annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update that is distributed to property owners and residents. Evidence of this effort shall be provided to the City Planning and Community Development Department each year by January 1st.</p> <p>Mitigation measures BIO-4(a), BIO-4(b), and BIO-6 required.</p>	<p>CC&amp;Rs and deeds for residential development include prohibition of rodenticides.</p> <p>Verification that evidence of annual communication by the HOA to its property owners and residents in the form of a meeting and/or newsletter or electronic update is provided to the City.</p>	<p>occupancy permits; resident communication annually.</p>		<p>Department.</p>		
<p><b>BIO-3 Upland Restoration.</b> To mitigate for impacts to purple sage scrub, an upland restoration plan (URP) shall be prepared by a qualified biologist/restoration ecologist, with a primary focus on topsoil salvage to maintain important elements required for a healthy ecosystem, including mycorrhizae (soil fungus), healthy soil structure, balanced soil chemistry needed for native plant uptake, proper characteristics to support naturally occurring vegetation and the wildlife it supports, as well as functionality for needed biological services in the watershed. Specifically, the URP shall include the following:</p> <ul style="list-style-type: none"> <li>•Detailed site location for all aspects of the restoration;</li> <li>•Detailed description and graphics of the mechanics of the topsoil salvage and soil stabilization;</li> <li>•Native plant palette, planting plan, time of year</li> </ul>	<p>Verify that an upland restoration plan (URP) has been prepared by a qualified biologist/restoration ecologist; restoration specialist shall determine restoration adequacy and remedial measures in the event that the</p>	<p>Verification that the URP has been completed prior to issuance of grading permits; restoration monitoring annually for a period of five years.</p>	<p>Once URP verification; annual monitoring reports for a period of five years.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>planting will occur, and irrigation plan;</p> <ul style="list-style-type: none"> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of restoration adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity. The URP shall include success criteria for monitoring the restoration effort over five years, and include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following: restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation.</p>	<p>performance criteria are not met.</p>					
<p><b>BIO-4(a) Agency Coordination.</b> Permits, agreements, and/or water quality certifications from all applicable State and Federal agencies regarding compliance with State and Federal laws governing work within jurisdictional features are required for submission to the City of Calabasas with the grading permit application for the project. The applicant shall provide such permits and/or agreements prior to issuance of a grading permit. In addition, long-term maintenance permits/authorizations are required for maintenance activities to be perpetually conducted in the proposed upstream detention basin in accordance with Los Angeles County Flood Control District's (LACFCD) maintenance standards and practices.</p>	<p>Verify that the applicant has obtained State and Federal permits, agreements, and/or water quality certifications required to work within jurisdictional features.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-4(b) Restore Jurisdictional Waters, Wetlands, and Riparian Habitats.</b> To mitigate for impacts to potentially jurisdictional features, the applicant shall provide as much in-kind waters and wetlands creation</p>	<p>Verify that a habitat mitigation and monitoring plan</p>	<p>HMMP verification prior to issuance of</p>	<p>Once for HMMP; annual monitoring reports for a</p>	<p>City of Calabasas Community Development</p>		

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<p>within the project site boundaries, as feasible, at a minimum 1:1 mitigation ratio (i.e., for every 1 acre removed, 1 acre shall be created for no net loss), or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Additional mitigation at a ratio of 2:1 will be required to offset a temporal loss of waters and wetlands, or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. Native seeds and plant material (cuttings) shall be salvaged from the impact areas prior to construction and used for the on-site restoration/creation effort. Supplemental seed/plantings may be purchased, but shall be sourced from a site within the same watershed as the project site to maintain genetic integrity. A habitat mitigation and monitoring plan (HMMP; discussed in more detail below) shall identify an approach for implementing the conceptual mitigation plan (EIR Figure 4.3-4) for the portion of the mitigation that will be implemented on-site and in-kind.</p> <p>The HMMP shall be prepared by a qualified biologist/restoration ecologist that outlines the compensatory mitigation in coordination with the regulatory agencies. As part of the HMMP, a final mitigation implementation plan detailing what is presented on Figure 4.3-4 shall be submitted to and approved by the City prior to issuance of a grading plan. Specifically, the HMMP and implementation plan shall include the following:</p> <ul style="list-style-type: none"> <li>•Detailed mitigation site location for all aspects of the jurisdictional areas creation, including the location and quantity of each jurisdictional area being created and each habitat type being created (riparian, seep, spring, wet meadow, etc.);</li> <li>•Detailed description and graphics of the mechanics of the creation, including fine grading, contours, check dams, bank stabilization, bio-engineering,</li> </ul>	<p>(HMMP) has been prepared by a qualified biologist/restoration ecologist; A restoration specialist shall determine mitigation adequacy and determine remedial measures in the event that the performance criteria are not met.</p>	<p>building permits; restoration monitoring annually for a period of five years.</p>	<p>period of five years.</p>	<p>Department.</p>		

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<p>saturation levels to be created, and surface flows to be expected;</p> <ul style="list-style-type: none"> <li>•Native plant palette, planting plan, time of year planting will occur, and irrigation plan;</li> <li>•Maintenance program and invasive species control program; and</li> <li>•Monitoring and reporting program with measurable success criteria.</li> </ul> <p>Planting, maintenance, monitoring, and reporting shall be overseen by a restoration specialist familiar with the restoration of similar native habitats. Determination of mitigation adequacy shall be based on comparison of the restored habitat with similar, undisturbed habitat in the site vicinity (such as upstream or downstream of the restoration site). The HMMP shall include success criteria for monitoring the restoration effort over five years. The HMMP shall also include remedial measures in the event that the performance criteria are not met for a particular year. Annual monitoring reports for a period of five years shall include at a minimum results for the following: restoration planting survival, percent cover, species richness, maintenance conducted, contingency measures implemented, qualitative assessment of habitat restoration, exotic plant control efforts, and photo-documentation. Ultimately, the mitigation provided within the HMMP shall be consistent with the requirements pursuant to permits obtained by all regulating agencies.</p> <p>If required riparian/wetland creation cannot be achieved entirely on-site, the balance shall be achieved by payment of in lieu fees (i.e., Santa Monica Mountains Conservancy, Mountains Restoration Trust, or Ojai Valley Land Conservancy). "In-lieu-fee" mitigation occurs in circumstances where a Permittee provides funds to an in-lieu-fee sponsor instead of either completing project-specific mitigation or purchasing</p>						

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<p>credits from a mitigation bank approved under the Banking Guidance. Those organizations considered qualified to implement formal in-lieu-fee arrangements typically work in advance with the Corps to ensure that authorized impacts will be offset fully on a project-by-project basis consistent with Section 10/404 permit requirements. Off-site mitigation lands shall be located as close to the project site as feasible. Off-site land shall be preserved through a conservation easement, and an HMMP shall identify an approach for funding assurance for the long-term management of the conserved land.</p>						
<p><b>BIO-5(a) Protect Remaining and Restored Open Space.</b> Approximately 61 acres (79 percent) of the 77.22-acre site would remain undeveloped under the proposed project. Approximately 22 acres of the undeveloped 61 acres would be open space landscaping, slope face landscaping, and riparian/wetland and oak woodland habitat restoration. These areas are located mainly in the northern, southern, and eastern portions of the project site, adjacent to the surrounding preserved open space areas. To mitigate restricting the City's mapped wildlife corridor by one quarter of its width, all restored and avoided land within the project site (approximately 61 acres and 79 percent of the project site) shall be designated open space. The approximately 61 acres of dedicated open space would surround the permanently developed areas (16 acres) of the site (see EIR Figure 4.3-2). This would create an open space buffer around the residential and commercial development and would also help to preserve the remaining portions of the City's mapped movement corridor within the parcel, which is adjacent to, and connected with, land owned by the Mountains Recreation and Conservation Authority to the east. The approximately 61 acres of open space proposed on-site shall be perpetually restricted from future urban development by recordation of a deed</p>	<p>Review final site plan to ensure 61 acres of the site are designated as open space; an easement or similar instrument shall be instituted to ensure open space protection from future development; signage shall be posted along the edge of the open space area indicating a permanently protected area.</p>	<p>Review of final site plan prior to issuance of grading permits; signage and easement, or similar instrument, prior to the issuance of a certificate of occupancy for the 7<sup>th</sup> residential unit</p>	<p>Once for final site plan review once; once for verification of easement of similar instrument.</p>	<p>City of Calabasas Community Development Department.</p>		

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<p>restriction enforced by a Homeowner's Association (HOA)/Codes, Covenants, and Restrictions (CC&amp;R) or by recordation of a conservation easement or similar instrument. Whatever instrument is used, it shall legally preserve the open space areas in perpetuity and shall require management by a local conservation organization or non-profit, such as the Santa Monica Mountains Conservancy, Mountains Restoration Trust or HOA. The easement or similar instrument shall be recorded prior to the issuance of a certificate of occupancy for the 71<sup>st</sup> residential unit. Signage shall be posted and maintained at conspicuous locations along the edge of the protected open space indicating that it is a permanently protected open space area.</p>						
<p><b>BIO-5(b) Fencing.</b> Any perimeter fencing around the 61-acre open space area of the project site shall be wildlife friendly, as required in Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010). Fencing shall be easily bypassed by all species of wildlife found within the Santa Monica Mountains and shall be subject to the standards required by the Calabasas Land Use and Development Code 17.20.100(H). As such, wildlife friendly fencing shall be used as required to provide permeability through and over fencing for access to adjacent habitats and to retain connectivity of the habitats on-site with the habitats off-site.</p> <p>All fencing within the project site shall be constructed with materials that are not harmful to wildlife including, but not limited to, spikes, glass, razor, or barbed wire. All hollow fence posts shall be capped to prevent birds and other wildlife from entering and becoming entrapped.</p>	<p>Review final plans to verify use of wildlife friendly fencing and compliance with Section 17.20.100(H) (Fences, Walls and Hedges; Fencing for Wildlife Movement) of the City of Calabasas Land Use and Development Code (January 2010).</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		
<p><b>BIO-6 Oak Tree Replacement.</b> An Oak Tree Permit shall be obtained from the City of Calabasas prior to any oak tree removal, which will include an oak tree mitigation program. A copy of the approved oak tree</p>	<p>Verification that an Oak Tree Permit has been obtained for oak</p>	<p>Oak tree permit verification prior to</p>	<p>Once for oak tree permit and oak tree consultant</p>	<p>City of Calabasas Community Development</p>		

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<p>permit and the associated oak tree report shall be kept on-site during all construction.</p> <p>The City of Calabasas Oak Tree Ordinance No. 2006-222, and Section V.B of the City of Calabasas Oak Tree Preservation and Protection Guidelines, requires conditions to offset the impacts associated with the loss of an oak tree, oak limbs, or encroachment into an oak tree protected zone, which may include but are not limited to any combination of payment of an in-lieu fee to the oak tree mitigation fund, planting of replacement oak trees at locations proposed by the applicant and approved by the City Arborist, and/or relocation (see CMC 17.32.010). If the conditions include replacement, for every inch of tree, limb, or root removed, a minimum of one inch shall be replaced (refer to EIR Figures 2-6 and 4.3-5 for a conceptual illustration of proposed oak tree planting areas).</p> <p>In addition, an Oak Tree Mitigation Program shall be prepared and submitted to the City. The Oak Tree Mitigation Program shall include a monitoring schedule, and the maintenance and care program outlined in the Oak Tree Report shall be carried out by qualified professionals. In addition, final landscape plans shall include minimum oak tree mitigation as required by the City of Calabasas and/or the resource agencies. The Oak Tree Mitigation Program shall include an inventory of all oak trees ultimately removed or encroached upon during project activities, the mapped locations of restoration areas, a restoration implementation plan (detailing site preparation and planting, irrigation, and fertilization practices), an oak tree fencing plan during construction, encroachment zone damage and disease protection measures, detailed maintenance program practices, and success criteria. Success criteria shall consider survivorship of oak trees under natural conditions sufficient to replace those oaks (inches of oaks) removed or transplanted within the</p>	<p>tree removal and that an Oak Tree Mitigation Program has been submitted with final landscape plans with minimum oak tree mitigation as required by the City and/or resource agencies.</p> <p>Verify that a City-approved oak tree consultant has prepared a report after the conclusion of grading and construction as well as annual oak tree monitoring reports.</p>	<p>issuance of grading permits; oak tree consultant report verification prior to issuance of occupancy permits; monitoring annually.</p>	<p>report verification; annually for five years based on bi-annual site visits/oak monitoring.</p>	<p>Department.</p>		

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property, using a minimum 1-inch:1-inch ratio.  A City-approved oak tree consultant shall prepare a report after the conclusion of grading and construction and then prepare oak tree monitoring reports annually for the next five years based on bi-annual site visits/oak monitoring. The reports shall include a summary of conditions and certification of compliance with all conditions of the permit, including but not limited to, minimum tree replacement numbers, establishment goals, and the health of all replaced, remaining, or relocated trees.						
<b>Geology and Soils</b>						
<b>GEO-1(a) Geotechnical Recommendations.</b> On-site development shall require, and comply with, all recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). At a minimum, any buildings considered essential facilities, as defined in the California Building Code, shall be designed to withstand upper bound earthquake ground motion. The calculated design base ground motion for the site shall take into consideration the soil type, potential for liquefaction, and the most current and applicable seismic attenuation methods that are available. All on-site structures shall comply with applicable provisions of the California Building Code. Compliance with these requirements shall be verified by the City of Calabasas Building and Safety Department prior to issuance of a grading permit.	Verify compliance with applicable provisions of the California Building Code and recommendations contained in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		

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<p><b>GEO-1(b) Building Design.</b> All buildings shall be engineered to withstand the expected design basis ground acceleration that may occur at the project site. All critical facilities shall be designed to withstand the upper bound earthquake ground motion. The building designs shall take into consideration the most current and applicable seismic attenuation methods that are available. Specifically, all onsite structures shall comply with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. (January 2015). Compliance with these requirements shall be verified by the City of Calabasas prior to the issuance of a building permit.</p>	<p>Verify compliance with applicable provisions of the California Building Code, applicable chapters of the City of Calabasas Municipal Code, and Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.</p>	<p>Prior to issuance of building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(a) Removal and Replacement of Liquefiable Soils.</b> All loose and unsuitable alluvium, as depicted in EIR Figure 4.4-3, shall be removed and replaced with engineered fill. Fills greater than 15 feet from rough grade shall be compacted to 90 percent relative compaction at a soil-water content of approximately 2 percent to 5 percent over optimum value. Fill thickness in excess of 40 feet from rough grade shall be compacted to 93 percent at a soil-water content of approximately 2 percent over optimum. Fills exceeding 60 feet shall be compacted to 95 percent relative compaction at a soil-water content of approximately optimum value. Drainage blankets shall be placed at 30 to 40 foot intervals to reduce excess pore pressures.</p>	<p>Verify that instructions regarding removal and replacement of liquefiable soils are included as a note on all grading and building permits.</p>	<p>Prior to issuance of grading and building permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		
<p><b>GEO-2(b) Long-Term Settlement Risk Reduction.</b> To reduce the risks of long-term settlement, a monitoring period shall occur after rough grading to allow the fill to reach 90 percent consolidation, and to allow the remaining pore pressure to dissipate. The exact monitoring period shall be determined as part of the Grading Stage Geotechnical Report. This report</p>	<p>Verify that the Grading Stage Geotechnical Report includes the required monitoring periods and</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Public Works Department.</p>		

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shall include an implementation program for settlement monitors within the deep bedrock excavations to measure heave, and to confirm consolidation levels.	implementation program.					
<b>GEO-2(c) Final Plan Review and Approval.</b> All proposed geotechnical remediation designed to reduce liquefaction hazards shall be designed to Calabasas Municipal Code and California Building Code standards to withstand the conditions. The City of Calabasas Public Works Department shall review and approve all final plans for the removal of liquefiable soils prior to issuance of grading permits. The removal of liquefiable soils shall occur as part of a thorough canyon cleanout during mass grading, as depicted on Figure 4-4-6a through Figure 4-4-6d. In addition, canyon sub-drains shall be installed as indicated on Figure 4-6-3 to help prevent static groundwater conditions.	Verify that the proposed geotechnical remediation complies with to Calabasas Municipal Code and California Building Code standards and approve final plans for removal of liquefiable soils.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-3 Landslide Removal and Recompaction.</b> The existing landslide shall be removed and replaced with engineered fill to achieve a factor safety of the landslide mass in excess of 1.5 for static conditions and in excess of 1.1 for pseudostatic conditions. During bulk grading, the landslide mass shall be removed along the southern slope to stabilize the existing landslide complex in conformance with figures 22a through Figure 4.1-22c and 4.4-6a through 4.4-6d. In addition, all applicable recommendations contained within Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546 prepared by RJR Engineering Group, Inc. shall be adhered to during landslide removal. At a minimum, the landslide repair shall consist of excavating a keyway, benching out and cutting the landslide mass, and then replacement with engineered compacted fill. The City of Calabasas Public Works Department shall review and approve all final plans for landslide remediation prior to issuance of a grading permit.	Verify that final grading plan comply with applicable recommendations in Section 8.0 of the Update Geotechnical Feasibility Assessment for Tract 71546.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-4(a) Erosion Control.</b> A site-specific erosion control plan that incorporates best management	Verify that a licensed	Prior to issuance of	Once.	City of Calabasas		

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practices shall be prepared by the project applicant and approved by the City prior to the granting of any grading permits. All measures identified in the erosion control plans shall be implemented and monitored for continued compliance by the City of Calabasas Public Works Department. Such measures may include slope protection measures, netting and sandbagging, landscaping and possibly hydroseeding, temporary drainage control facilities such as retention areas, etc. All slopes involved with the development shall be constructed using an erosion control mat and a thorough vegetation and landscape plan. A landscaping plan and a landscape maintenance plan shall be designed by a licensed landscape architect. These plans shall be reviewed and approved by the City of Calabasas Public Works Department prior to issuance of grading permits.	geotechnical engineer has prepared a plan to achieve erosion control as part of grading plan design.	grading permits.		Public Works Department.		
<b>GEO-4(b) Slope Stability.</b> Any development within a zone of influence of any slope that does not provide sufficient factors of safety and which could result in a possible surficial slope failure, shall be manufactured using acceptable custom, practice, and techniques to achieve surficial stability in a hillside environment. The slopes shall be constructed with a sufficient configuration, design, and material type with sufficient shear strength and proper drainage to ensure the appropriate performance of the slope. On-site manufactured slopes shall be composed of engineered fill, where the outer 15 feet would consist of a stability fill compacted to 93 percent relative compaction. A licensed geotechnical engineer shall prepare a plan to achieve slope stability (consistent with the above described requirements), as part of grading plan design. The grading plan, including all slope stability recommendations, shall be reviewed and approved by the City of Calabasas Public Works Department prior to issuance of grading permits.	Verify that a licensed geotechnical engineer has prepared a plan to achieve slope stability as part of grading plan design.	Prior to issuance of grading permits.	Once.	City of Calabasas Public Works Department.		
<b>GEO-5 Expansive Soil Removal and/or Treatment.</b> Suitable measures to reduce impacts from expansive	Verify that a qualified	Prior to issuance of	Once.	City of Calabasas		

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<p>soils shall be implemented as determined by a qualified geotechnical engineer and as approved by the City of Calabasas Public Works Department prior to issuance of a grading permit. To mitigate the potential for expansive soils, all foundations and slabs shall be designed for highly expansive soil conditions. The specific design parameters shall be confirmed prior to the grading stage, and then again after rough grading has been completed prior to the issuance of building permits. At a minimum, the following design considerations shall be considered with respect to expansive soils on the project site:</p> <ul style="list-style-type: none"> <li>• Expansive subgrades beneath foundations shall be pre-moistened to reduce the potential and the effects of the shrink/swell cycles.</li> <li>• Fat clays (LL &gt; 50) shall not be used as structural fill under foundations, pavements, slabs or retaining wall backfill.</li> <li>• If expansive soil is used within the zone of influence (upper seven feet) for foundations (LL &gt; 20), the expansive soils shall not be over-compacted or placed with soils having high soil-water contents. The soils shall be compacted to a minimum of 90 percent relative compaction but no greater than 93 percent or as specified by the project geotechnical engineer. The soil-water content shall be specified three to five percent over optimum or as specified by the project engineer.</li> <li>• As necessary, thickened slabs, extending slab edges and additional reinforcement shall be used to reduce negative impacts from any expansive soil movement. In addition, capillary break under slabs shall be utilized to reduce the potential for moisture transport and pumping that leads to moisture infiltration.</li> <li>• The sand thickness under slabs that is used for concrete curing shall be kept at two inches or less.</li> </ul> <p><b>NOISE</b></p> <p><b>N-4 Interior Noise.</b> At a minimum, the hotel shall</p>	<p>geotechnical engineer has developed suitable implementation measures to reduce impacts from expansive soils.</p>	<p>grading permits.</p>		<p>Public Works Department.</p>		

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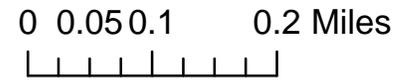
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					Initial	Date Comments
<p>include the following or equivalent to achieve an acceptable interior noise level of 45 CNEL:</p> <ul style="list-style-type: none"> <li>• Air conditioning or a mechanical ventilation system so that windows and doors may remain closed</li> <li>• Double-paned windows and sliding glass doors mounted in low air infiltration rate frames (0.5 cubic feet per minute, per ANSI specifications)</li> <li>• Solid core exterior doors with perimeter weather stripping and threshold seals</li> <li>• Roof and attic vents facing away from U.S. 101</li> </ul> <p>Incorporation of these design requirements would be expected to achieve an interior noise level reduction of 25 dBA or greater.</p>	<p>construction plans to ensure compliance with applicable noise attenuation requirements.</p>	<p>issuance of building permits.</p>		<p>Calabasas Community Development Department.</p>		
<p><b>Traffic and Circulation</b></p> <p><b>T-2 Las Virgenes Road/Lost Hills Road Traffic Impact Fees.</b> The applicant shall pay fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road to offset the incremental contribution of their project to identified traffic impacts. A funding mechanism shall be established as a condition of project approval. Fee payment shall occur prior to issuance of building permits.</p>	<p>Verify that the applicant has paid fees that comply with funding mechanism established for necessary road improvements.</p>	<p>Prior to issuance of final occupancy permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		

Canyon Oaks Project EIR  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Monitoring Action Required	When Monitoring to Occur	Monitoring Frequency	Agency or Party Responsible For Monitoring	Compliance Verification	
					Initial	Date Comments
<p><b>T-10 Construction Management Plan.</b> Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Management Plan for review and approval by City staff. Coordination shall occur with the Lost Hills Road/U.S. 101 interchange Traffic Management Plan to identify measures to reduce potential construction impacts. The provisions of the plan shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>•The project contractor shall identify and enforce truck haul routes deemed acceptable by the City for construction trucks.</li> <li>••Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic, if needed.</li> </ul>	<p>Review and approve a Construction Management Plan to be prepared by the project applicant.</p>	<p>Prior to issuance of grading permits.</p>	<p>Once.</p>	<p>City of Calabasas Community Development Department.</p>		



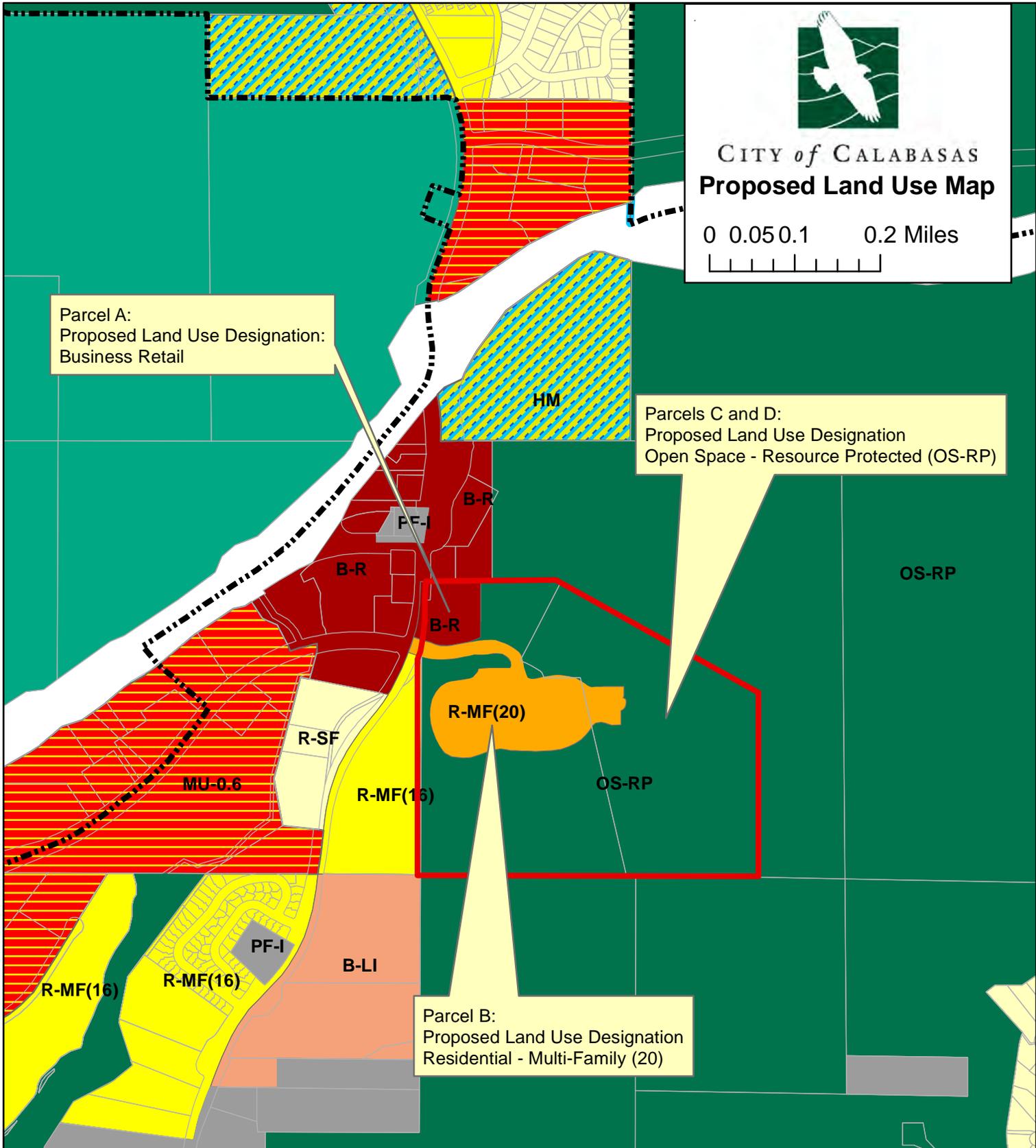
**CITY OF CALABASAS**  
**Proposed Land Use Map**



Parcel A:  
 Proposed Land Use Designation:  
 Business Retail

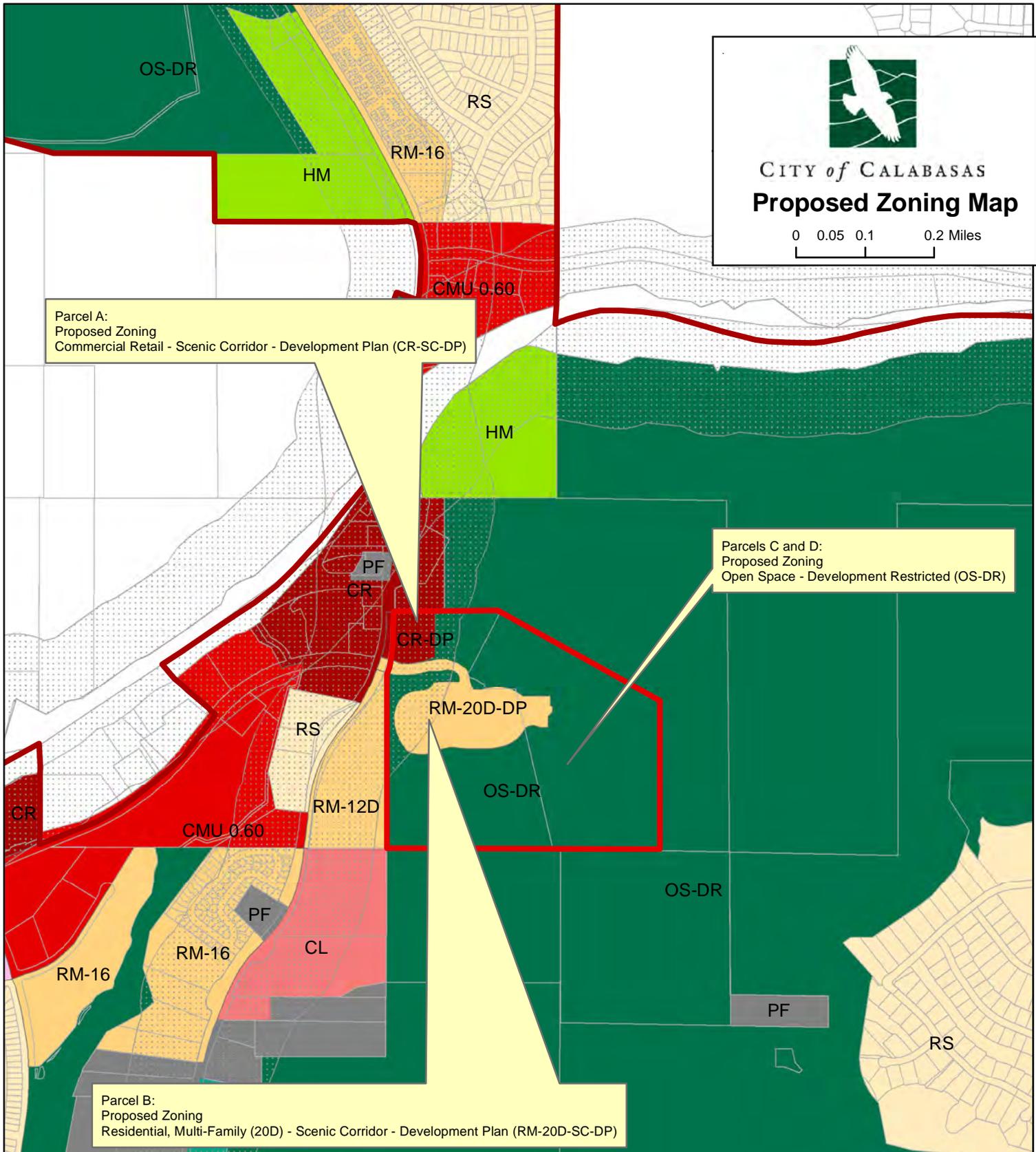
Parcels C and D:  
 Proposed Land Use Designation  
 Open Space - Resource Protected (OS-RP)

Parcel B:  
 Proposed Land Use Designation  
 Residential - Multi-Family (20)



Calabasas City Boundary	R-MH Residential- Mobile Home	MU 1.0 Mixed Use 1.0	RR Rural Residential
Plan Area Boundary	B-OT Business- Old Town	MU 0.95 Mixed Use 0.95	RC Rural Community
R-SF Residential- Single Family	B-PO Business- Professional Office	MU 0.60 Mixed Use 0.60	HM Hillside Mountainous
R-MF(12) Residential- Multiple Family (12)	B-R Business- Retail	PD Planned Development	OS-R Open Space- Recreational
R-MF(16) Residential- Multiple Family (16)	B-BP Business- Business Park	PF-R Public Facilities- Recreational	OS-RP Open Space- Resource Protected
R-MF(20) Residential- Multiple Family (20)	B-LI Business- Limited Intensity	PF-I Public Facilities- Institutional	





**CITY of CALABASAS**  
**Proposed Zoning Map**

0 0.05 0.1 0.2 Miles

Parcel A:  
 Proposed Zoning  
 Commercial Retail - Scenic Corridor - Development Plan (CR-SC-DP)

Parcels C and D:  
 Proposed Zoning  
 Open Space - Development Restricted (OS-DR)

Parcel B:  
 Proposed Zoning  
 Residential, Multi-Family (20D) - Scenic Corridor - Development Plan (RM-20D-SC-DP)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous	-CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space	-OT Old Topanga
RM Residential, Multi-Family	CMU Comemerical, Mixed Use	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility	Scenic Corridor
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

\* The number following the RM label indicates the maximum density for the area; D is for density.  
 \* The number following the CMU label indicates the maximum FAR for the area.



\*This map does not include all Pre-zoned areas  
 Map printed on March 7, 2016.

The plans included in Exhibit B of Attachment D are copy-right protected under Federal law, and for that reason, cannot be reproduced or published. However, the plans may be viewed at City Hall by contacting Planning Department staff during normal office hours at (818) 224-1600.

**DRAFT**  
**ORDINANCE NO. 2016-333**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A ZONING MAP AMENDMENT ASSOCIATED WITH FILE NO. 140000011 TO CHANGE THE EXISTING PLANNED DEVELOPMENT – RESIDENTIAL MULTIFAMILY (20) – OPEN SPACE DEVELOPMENT RESTRICTED – SCENIC CORRIDOR (PD-RM20-OSDR-SC) ZONING DESIGNATION TO COMMERCIAL RETAIL – RESIDENTIAL MULTIFAMILY (20) – OPEN SPACE DEVELOPMENT RESTRICTED – SCENIC CORRIDOR – DEVELOPMENT PLAN (CR-RM20-OSDR-SC-DP) TO ACCOMMODATE THE PROPOSED DEVELOPMENT PROJECT, WHICH INCLUDES: (1) A RESIDENTIAL COMPONENT CONSISTING OF 67 SINGLE-FAMILY DETACHED HOMES AND FOUR AFFORDABLE UNITS WITHIN TWO DUPLEX STRUCTURES OCCUPYING APPROXIMATELY 13.03 ACRES; (2) A COMMERCIAL COMPONENT CONSISTING OF A 66,516 SQUARE-FOOT, FOUR-STORY HOTEL OCCUPYING APPROXIMATELY 2.91 ACRES; AND (3) PRESERVATION OF APPROXIMATELY 61.0 ACRES AS PERMANENT OPEN SPACE ON A 77-ACRE PROPERTY LOCATED AT 4790 LAS VIRGENES ROAD AT THE EASTERN TERMINUS OF AGOURA ROAD (APNS: 2069-078-009 AND 2069-078-011).**

**WHEREAS**, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony from Planning Commission meetings on March 16, 2016 and March 17, 2016 and a City Council meeting on \_\_\_\_\_, 2016 before making a final decision on \_\_\_\_\_, 2016; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment is consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan. More specifically, the project is consistent with numerous General Plan policies including but not limited to Policies: II-8, II-9, II-10, II-11, II-12, II-17, III-7, III-13, III-14, IV-2, IV-4, IV-8, IV-9, IV-13, IV-15, IV-17, IV-18, IV-21, IV-22, IV-23, IV-24, IV-27, IV-28, IV-31, IV-33, IV-36, IV-37, VI-2, VI-11, VI-14, VI-15, VI-18, VI-19, VI-21, VII-1, VII-2, VII-5, VII-6, VII-7, VII-10, VII-16, VIII-8, IX-3, IX-5, IX-6, IX-14, IX-43, IX-46, XIII-7, XIII-9, XII-13, XII-14, XII-17, and XII-29; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

**WHEREAS**, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because an Environmental Impact Report (EIR)

has been prepared and outlines mitigation measures and a statement of overriding considerations was adopted by the city council for the project.

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

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

1. Notice of the \_\_\_\_\_, 2016 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center and at Calabasas City Hall.
2. Notice of the \_\_\_\_\_, 2016 City Council public hearing was posted in *Calabasas Enterprise* ten (10) days prior to the hearing.
3. Notice of the \_\_\_\_\_, 2016 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to property owners within 500 feet of the property as shown on the latest equalized assessment roll, and was mailed or delivered at least twenty (20) days prior to the hearing to the project applicant.
4. Notice of the \_\_\_\_\_, 2016 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
5. Following a public hearing held on March 17, 2016, the Planning Commission adopted Resolution No. 2016-610 recommending to the City Council approval of File No. 140000011 and certification of adequacy of the associated Final Environmental Impact Report and adoption of a statement of overriding considerations.

**SECTION 2.** In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Zoning Map Amendment associated with File No. 140000011 to change the existing PD-RM20-OSDR-SC zoning designation of a 77-acre parcel located at 4790 Las Virgenes Road to CR-RM20-OSDR-SC-DP, as shown in the attached partial zoning map "Attachment 1," to accommodate the proposed residential and commercial development. The proposed changes will modify the zoning of the commercial portion and it will maintain the existing division of land uses between commercial and residential, totaling 16 acres, and protected open space, totaling 61 acres.

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Zoning Map Amendment provided that the following findings are made:

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus the addition of a Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such

use. The map amendment will retain the general shape and limits of the developable area as envisioned in the General Plan, while also aligning with the contours of the land and the Canyon Oaks project outline. The City's 2030 General Plan land use map depicts a compact triangular development area that is widest along the western property line (fronting Las Virgenes) and narrowing as it traverses east, up the valley. The proposed development footprint follows the basic parameters of the land use plan. Furthermore, the proposed new land use and zoning maps maintain the General Plan's clear intent to protect the upper hillsides of the site from development. Consequently, because the open space area will remain largely unchanged in terms of broad shape, consistent with the conceptual depiction of this area in the general plan and with no diminishment of territory, complying with the General Plan's Open Space approval, and based upon the many consistency determinations provided in the General Plan Consistency Table (Table 4.7-2 in the Final EIR incorporated herein by reference), this proposed zoning map amendment is consistent with the Calabasas 2030 General Plan. This Ordinance is not effective unless and until the associated General Plan Amendment is adopted by City Council. Accordingly, if this Ordinance becomes effective, the proposed Zoning Map Amendment will be consistent with the General Plan as provided in that Amendment.

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

The proposed amendment of the Zoning Map will re-designate approximately 16 acres of land from Planned Development and Residential Multi-Family (20 units/acre) to Commercial Retail and Residential Multi-Family (20 units/acre) plus addition of Development Plan overlay. The remainder of the subject property (approximately 61 acres) is zoned Open Space – Development Restricted, and will remain zoned for such use with no diminishment of territory. The map amendment will retain the general shape and limits of the area as envisioned in the General Plan, preserving all existing open space while also aligning with the contours of the land and the Canyon Oaks project outline. Once the recommended General Plan Amendment and the Zoning Map Amendment recommended below go into effect, the development will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare of the City. Additionally, the amendment supports a development project which will have a significantly lesser range and degree of environmental impacts (particularly a much lower number of vehicle trips on area roads), as compared to the land uses and intensity of use envisioned in the General Plan and the Las Virgenes Gateway Master Plan. The Zoning Map amendment will also accommodate a development project which will significantly improve public safety and welfare by remediating an existing ancient landslide condition on hillsides proximate to existing housing and public roads. The landslide hazard has the potential to impact not only the project site but also existing development to the west of the site. As part of the proposed project, this hazard will be remediated.

The project has been reviewed by various agencies, such as the Los Angeles County Fire Department, the Calabasas Department of Public Works, and Las Virgenes

Municipal Water District, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final building permit approval will be based upon meeting the required standards of all the necessary agencies. Therefore, the proposed project meets this finding.

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

An Environmental Impact Report (EIR) was prepared for this project. In preparing the EIR, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The EIR identifies the areas where the project may have a potential effect on the environment. With the exception of Impact AES-3 (substantial degradation of the site's visual character), all other impacts listed as potentially significant have been mitigated to levels that are no longer significant. A Mitigation, Monitoring and Reporting Program is incorporated by reference and attachment to this resolution. Regarding Impact AES-3, all feasible mitigation measures have been considered and incorporated to lessen impacts to the visual character of the site to the extent feasible. The impact is acknowledged, but based on the environmental, economic, and neighborhood compatibility benefits of the proposed project, the City, as the lead agency, has approved a Statement of Overriding Considerations with regard to aesthetic impacts.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

The subject property is largely undeveloped but already substantially disturbed in the immediate area planned for the project (the proposed residential subdivision and commercial hotel). Two large storm-water detention basins are located in this area, as are several improved roads, culverts and drainage ditches, fences, and previously graded pad areas. The property was also heavily grazed for many decades. The remainder of the 77-acre subject property consists of well-vegetated hillsides characterized by an abundance of native and non-native grasses, coastal sage and oak trees. The combined total acreage is sufficient land area to accommodate the proposed project. Even after setting aside the required 61 acres of open space, the 16 acres of principal focus is ample area for the proposed hotel and 71 homes. Furthermore, the General Plan had identified this 16-acre area for development of as many as 180 housing units and 155,000 square-feet of commercial space, indicating the site is suitable for this proposed lower density project.

Potable water, recycled water, sewer, electricity, and natural gas utilities are available along the property frontage, and all connections and on-site utilities will be placed below ground, per city requirements. Furthermore, the property fronts Las Virgenes Road, a heavily travelled arterial street, to the west, with long established land uses in the vicinity including fast-food restaurants, gasoline service stations and convenience markets, a liquor store, grocery store, telecommunications switching facility, and a 48-home subdivision.

Accordingly, the site is physically suitable for the requested land use development. Additionally, the project has been reviewed by, and has received preliminary feasibility approvals from, various agencies such as the Los Angeles County Fire Department, the City of Calabasas Public Works Department, and the Las Virgenes Municipal Water District. Final building permit approval will be based upon meeting the required standards of all the necessary review agencies. Therefore, the proposed project meets this finding.

**SECTION 3.** Severability Clause:

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

**SECTION 4.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 5.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James Bozajian, Mayor

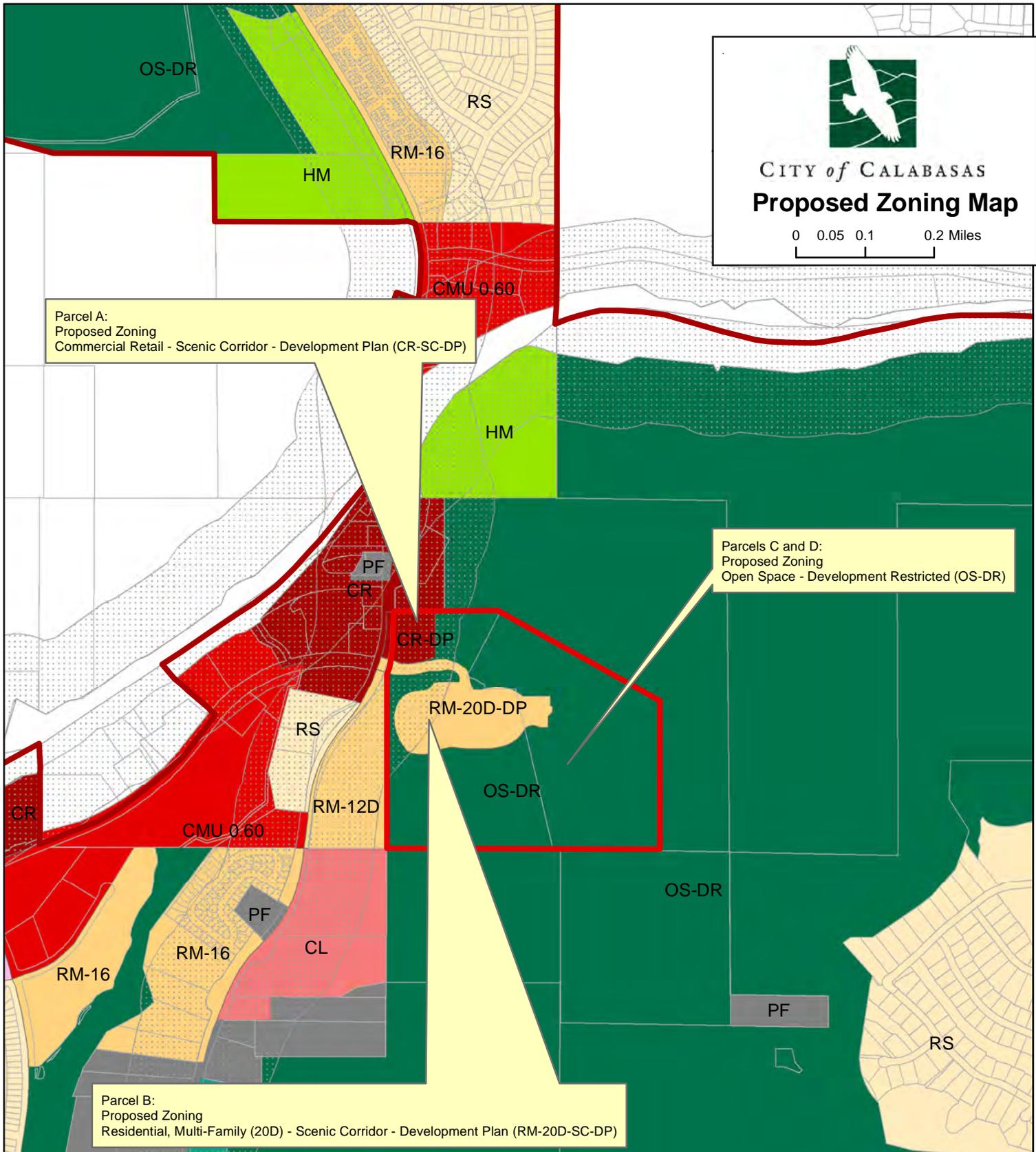
ATTEST:

\_\_\_\_\_  
Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Howard, City Attorney

**Attachment 1:** Proposed Zoning Map



**CITY of CALABASAS**  
**Proposed Zoning Map**

0 0.05 0.1 0.2 Miles

Parcel A:  
 Proposed Zoning  
 Commercial Retail - Scenic Corridor - Development Plan (CR-SC-DP)

Parcels C and D:  
 Proposed Zoning  
 Open Space - Development Restricted (OS-DR)

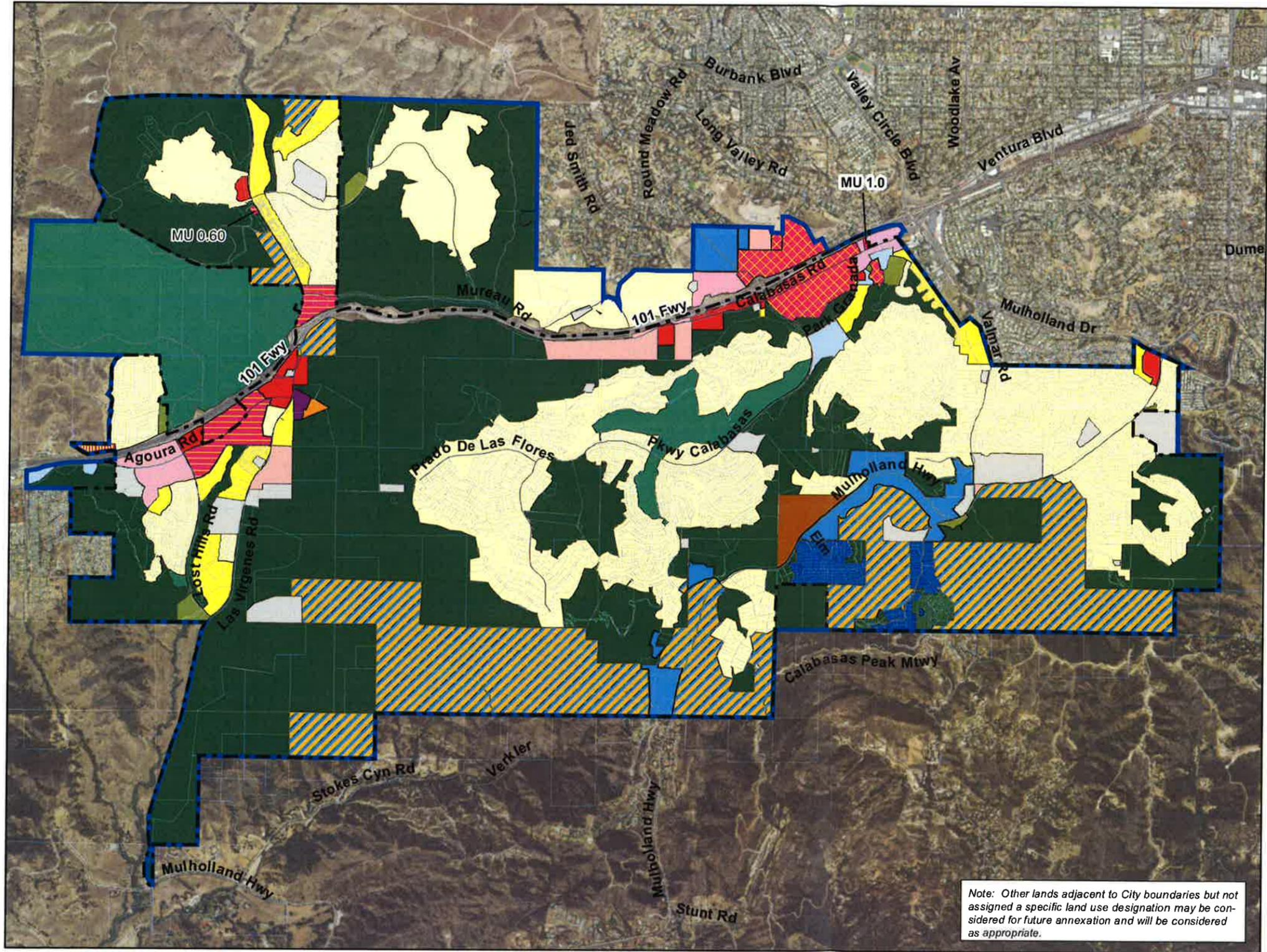
Parcel B:  
 Proposed Zoning  
 Residential, Multi-Family (20D) - Scenic Corridor - Development Plan (RM-20D-SC-DP)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous	-CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space	-OT Old Topanga
RM Residential, Multi-Family	CMU Commercial, Mixed Use	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility	Scenic Corridor
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

\* The number following the RM label indicates the maximum density for the area; D is for density.  
 \* The number following the CMU label indicates the maximum FAR for the area.



\*This map does not include all Pre-zoned areas  
 Map printed on March 7, 2016.

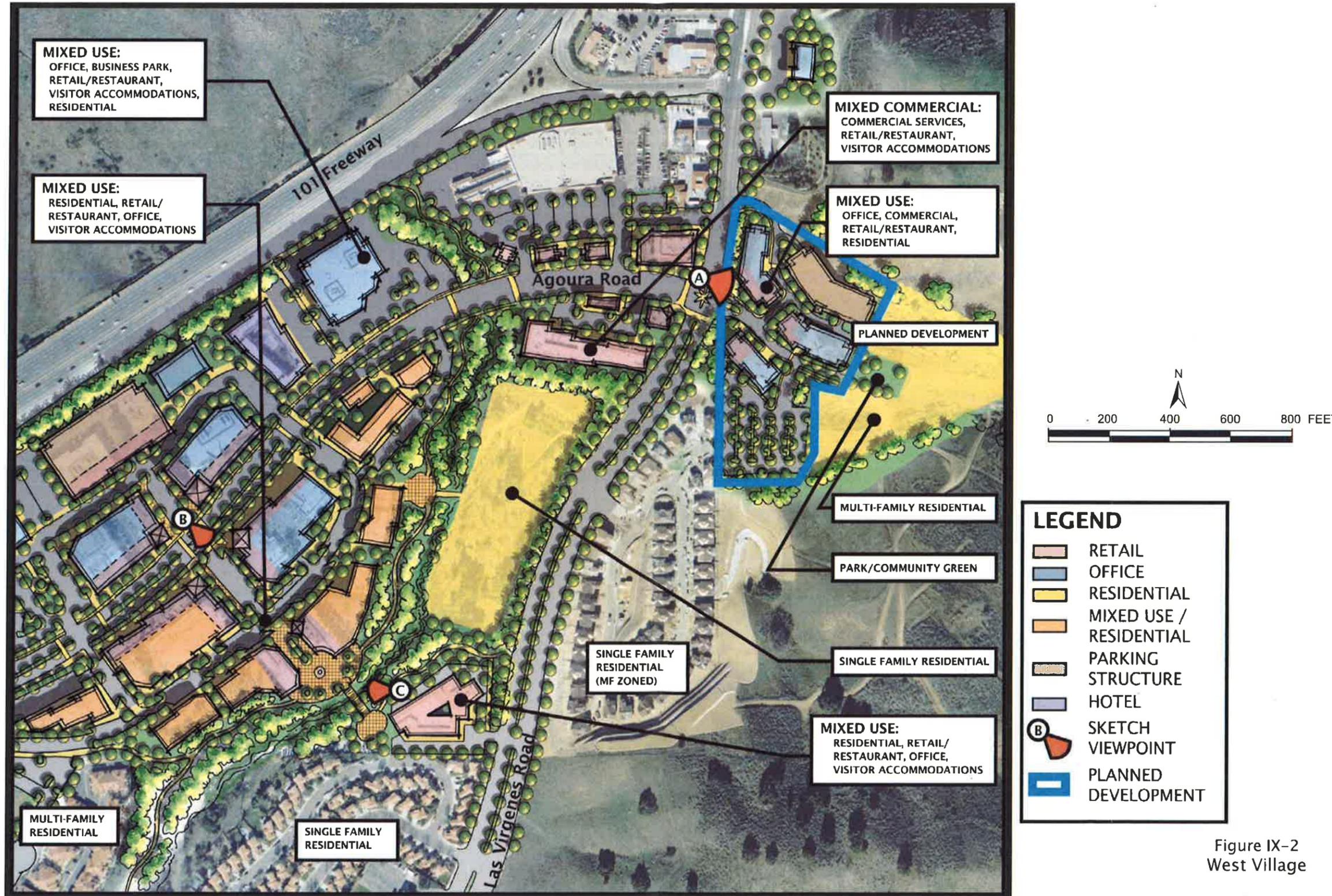


Note: Other lands adjacent to City boundaries but not assigned a specific land use designation may be considered for future annexation and will be considered as appropriate.

Figure II-1  
Land Use Map

Basemap data: City of Calabasas, 2007, and Rincon Consultants, 2009. Updated November, 2015. Imagery provided by ESRI and its licensors © 2015.





Source: RRM Design Group, December, 2008.

Figure IX-2  
West Village

CITY of CALABASAS



CITY of CALABASAS

**Architectural Review Panel  
Agenda  
Special Meeting  
Action Agenda**

Friday, March 7, 2014, 2:30 P.M.  
Conference Room 3, City Hall  
100 Civic Center Way, Calabasas  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

The starting times listed for each agenda item should be considered a guideline only. The Architectural Review Panel reserves the right to alter the order of discussion in order to run an effective meeting. If you wish to assure yourself of hearing a particular discussion, please attend the entire meeting.

**Opening Matters – 2:30 P.M.:**

- Call to Order *ARP members in attendance: Michael Harrison, Jeff Cooper, Ken Stockton, and Sam Wacht. Staff members in attendance: Tom Bartlett, Talyn Mirzakhianian and Krystin Rice. Interested members of the public were also present.*
- General Discussion (*None*)

**Review Item(s) – 2:45 P.M.**

1. **File No. 130001652.** A request for a Site Plan Review to construct a 350 square-foot patio cover and a 1,064 square-foot two story addition to an existing 2,215 square-foot two-story legal, non-conforming single-family residence for a property located at 27068 Helmond Drive, within the Residential, Single-Family (RS) zoning district

Submitted by: Greg de Vinck  
Planner: Krystin Rice  
(818) 224-1709  
[krice@cityofcalabasas.com](mailto:krice@cityofcalabasas.com)

*The project was described by Associate Planner Rice, after which she introduced the applicant's representatives, Greg de Vinck. The Panel reviewed the project and discussed ways to break the massing created by the new second story. The Panel's main concerns were: 1) it needs a horizontal element in the front to break up the*

*massing; 2) whether an alteration to the entrance is necessary to integrate the two parts of the house. To integrate the home, several suggestions were made, but the applicant suggested creating a matching gable over the living room and the committee unanimously agreed to that idea. The mass of the second floor addition will be reduced by the addition of a horizontal trellis over the garage doors. The addition will be integrated into the design by the addition of a horizontal element such as a wood trellis or a stone veneer base. Additionally, the two rectangular windows on the addition should be single-light casement windows in order to eliminate the horizontal line of the proposed double-hung windows. The Panel feels the roof is too dark and recommends a slightly lighter color roof shingle. The Panel recommends approval contingent on the suggested alterations being incorporated into the design.*

2. **File No.140000011.** A request for the development of a 77-acre vacant site located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APN's: 2069078009 and 2069078011). The proposed project includes (1) a residential component occupying approximately 18 acres (or 23%) of the site, consisting of 141 single-family detached homes and eight affordable condominiums, each linked via pathways to a resident-exclusive clubhouse and amenities; and (2) a commercial component occupying approximately 3 acres (or 4%) of the site, consisting of a four-story hotel. Fifty-six acres (or 73%) of the site would be preserved as open space and will include new trails. Development of this project would require a significant amount of remedial grading in order to reshape and slope the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: Site Plan Review, Development Plan Review, General Plan Amendment, Tentative Tract Map, Zone Change, Variance, Oak Tree Permit, Conditional Use Permit and Scenic Corridor Permit

Submitted by: The New Home Company  
Planner: Talyn Mirzakhian  
(818) 224-1712  
[tmirzakhian@cityofcalabasas.com](mailto:tmirzakhian@cityofcalabasas.com)

*The project was described by Senior Planner Mirzakhian, after which she introduced the applicant's representatives, Rick Bianchi, who presented the project to the Panel. The Panel clarified that they would provide general comments regarding the project, but that no recommendation would be made this early on in the process.*

*Comments regarding the hotel were as follows:*

- *The hotel is too "boxy" and doesn't relate to the hillside site. The committee recommended that the designer break up the hotel mass into separate buildings with a courtyard in the middle and vary the roof heights.*
- *Redesign the hotel to look more like a village with high and low elevations, with true Monterey style architecture, and variegated clay tile roofs- not a*



CITY of CALABASAS

**Architectural Review Panel  
ACTION AGENDA  
Special Meeting**

Friday, June 27, 2014, 2:00 P.M.  
Conference Room 3, City Hall  
100 Civic Center Way, Calabasas  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

The starting times listed for each agenda item should be considered a guideline only. The Architectural Review Panel reserves the right to alter the order of discussion in order to run an effective meeting. If you wish to assure yourself of hearing a particular discussion, please attend the entire meeting.

**Opening Matters – 2:08 P.M.:**

- Call to Order *ARP members in attendance: Michael Harrison, Ken Stockton, Sam Wacht. Staff members in attendance: Tom Bartlett, Talyn Mirzakhian and Krystin Rice. Three members of the public were present.*
- General Discussion (*None*)

**Review Item(s) – 2:10 P.M.**

*The items were reordered to review Item No. 2 first.*

1. **File No. 14000011.** A request for the development of a 77-acre vacant site located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069078009 and 2069078011). The proposed project includes: (1) a residential component occupying approximately 16.79 acres (or 21.4%) of the site, consisting of 138 single-family detached homes and eight affordable condominiums, each linked via pathways to a resident-exclusive clubhouse and amenities; and (2) a commercial component occupying approximately 3 acres (or 3.6%) of the site, consisting of a four-story hotel. Fifty-seven acres of the site would be preserved as open space and will include new trails. Development of this project would require a significant amount of remedial grading in order to reshape and slope the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: Site Plan Review, Development Plan Review, General Plan Amendment, Tentative Tract Map, Zone Change, Oak Tree Permit, Conditional Use Permit, and Scenic Corridor Permit.

Submitted by: New Home Company  
Planner: Talyn Mirzakhian  
(818) 224-1712  
[tmirzakhian@cityofcalabasas.com](mailto:tmirzakhian@cityofcalabasas.com)

*The project was introduced by Senior Planner Mirzakhanian, after which she introduced the applicant's representatives, Rick Bianchi and Nancy Johns to present the project via a PowerPoint presentation. Additional materials were presented in hardcopy and handouts of these materials were made available to everyone at the meeting.*

~~Panelists posed questions regarding the project. Panelist Stockton asked why the applicant had not situated the higher density residential units further toward the rear of the project site with the lower density units closer to Las Virgenes. The applicant responded that the decision was made based on marketing and economics to allow for those buying the larger lots to have better views. Mr. Stockton commented on the hotel design saying the views from Las Virgenes would benefit from the middle section of building being smaller with the north side of the building more skewed, but that the architecture looks significantly better in general. Mr. Stockton asked if they could make the roads within the development a bit more meandering. Panelist Wacht suggested modifications to the project including: (a) design the project to feel more like a resort; (b) make use of the topography and propose one-story, two-story and tri-level condominiums stepped up the site (e.g. an award-winning resort project in Laughlin, Nevada known as "Laughlin Bay Marina"). Panelist Harrison stated that the hotel still looks too massive- they could benefit from breaking up the buildings. He stated that the hotel still does not look like it encompasses Monterrey Spanish architecture. He suggests more of a mix in the type of homes, as in some one-story, some duplexes, etc. He also mentioned he thinks the Verdura wall facing Agoura Road is too tall. Additionally, he stated that the grid pattern of the streets was unappealing and also prefers meandering streets. Two members of the public were permitted to also share their concerns with the project development team and the ARP members.~~

- 2. File No. 140000643.** A request for a Site Plan Review, Scenic Corridor Permit and Oak Tree Permit to construct a 4,800 square-foot two-story locker room/weight room adjacent to an existing football field. The proposed project includes the encroachment into the protected zone of 1 oak tree. The subject site is located at 23620 Mulholland Highway, within the Rural Residential (RR) zoning district and Scenic Corridor overlay zone.

Submitted by: Viewpoint Education Foundation  
Planner: Michael Klein  
(818) 224-1710  
mklein@cityofcalabasas.com

*Associate Planner Rice introduced the project. The project was presented by the applicant's representatives Jeff Kalban and Victor Pesiri.*

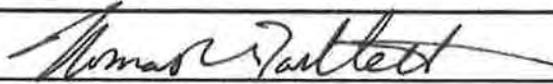
*ARP members posed a few questions about the project. They commented that they were satisfied with the design and placement of the building and were glad that the visual impacts from Mulholland Highway were minimal. They had no further comments on the exterior design of the building. The Panel recommended approval of the project with a 3-0 vote.*

**Adjournment:**

Adjournment to the Architectural Review Panel Meeting of July 24, 2014 at 2:30 P.M., City Hall, Conference Room #3, 100 Civic Center Way.

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Respectfully Submitted by:



Tom Bartlett, City Planner

On June 27, 2014, these **Action Minutes** were APPROVED by an affirmative vote of the members present.



Ken Stockton, ARP Panelist



CITY of CALABASAS

**Architectural Review Panel  
Action Agenda  
Special Meeting**

Friday, February 6, 2015 2:30 P.M.  
Conference Room 3, City Hall  
100 Civic Center Way, Calabasas  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

**Opening Matters – 2:30 P.M.:**

- Call to Order  
*Meeting called to order at 2:30 PM. Panel members in attendance: Mark Handel, Will Shepphird, Jim Surdyk, Ken Stockton. Staff members in attendance: Tom Bartlett, Talyn Mirzakhian, and Krystin Rice.*
- General Discussion  
*(None)*

**Review Item(s) – 2:40 P.M.**

1. **File No. 14000011.** A request for the development of a 77-acre vacant site located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069078009 and 2069078011). The proposed project includes: (1) a residential component occupying approximately 13.03 acres (or 16.9%) of the site, consisting of 67 single-family detached homes and four affordable units located within two duplexes; and (2) a commercial component occupying approximately 2.91 acres (or 3.8%) of the site, consisting of a four-story hotel. Approximately 80% of the site would be preserved as permanent open space. Development of this project would require a significant amount of remedial grading in order to reshape and slope the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: Site Plan Review, Development Plan Review, General Plan Amendment, Tentative Tract Map, Zone Change, Oak Tree Permit, Conditional Use Permit, and Scenic Corridor Permit.

Submitted by:  
Planner:

The New Homes Company  
Talyn Mirzakhian  
(818) 224-1712  
[tmirzakhian@cityofcalabasas.com](mailto:tmirzakhian@cityofcalabasas.com)

Senior Planner Mirzakhanian presented the project and summarized zoning and General Plan policies applicable to the subject site. Staff's summary was followed by a presentation by the applicant, Rick Bianchi of The New Home Company. The Panel appreciates and supports the quality, design, and layout of the residential component of the project. They agree that the design of the residential component is authentic and refined, and it meets the intent of the applicable design guidelines. Panelist Shepphird suggested looking into a slope that is not as steep behind the Shea Colony or incorporating more mature landscaping upon installation to alleviate the aesthetic impact of the slope. Panelist Stockton asked that in lieu of bricks on all homes, incorporate stone veneer on some. Veer away from reddish/rusty color bricks to buff colored bricks.

The Panel agrees that the hotel design could yet benefit from articulation and incorporation of more authentic design features. The Panel suggests some changes to roof forms and massing and asks for more continuity among design elements. They would like more careful detailing and enhancement of the façade along Las Virgenes. Hotel design should be more compatible with residential design so that it does not seem like it is a separate project.

The Panel posed questions about the landslide repair and whether or not there are other options available for the reinstallation of that hillside. Panelist Surdyk suggests using colored concrete for the swales along the repaired landslide area.

The Panel had no additional comments on the proposed landscape plan.

**Adjournment:** Meeting was adjourned at 4:25 pm

Adjournment to the Architectural Review Panel Meeting of February 27, 2015 at 2:30 P.M., City Hall, Conference Room #3, 100 Civic Center Way.

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Respectfully Submitted by:



Tom Bartlett, City Planner

On February 6, 2015, these **Action Minutes** were APPROVED by an affirmative vote of the members present.



Ken Stockton, ARP Panelist



CITY of CALABASAS

**Architectural Review Panel  
Action Agenda  
Special Meeting**

Friday, May 29, 2015 2:00 P.M.  
Conference Room 3, City Hall  
100 Civic Center Way, Calabasas  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

The starting times listed for each agenda item should be considered a guideline only. The Architectural Review Panel reserves the right to alter the order of discussion in order to run an effective meeting. If you wish to assure yourself of hearing a particular discussion, please attend the entire meeting.

**Opening Matters – 2:00 P.M.:**

- Call to Order  
*Meeting called to order at 2:00 PM. Panel members in attendance: Jim Surdyk, Ken Stockton, Will Shepphird. Panelist Mark Handel arrived at 2:30 PM and participated in the discussion of the final item. Staff members in attendance: Tom Bartlett, Talyn Mirzakhanian, Andy Cohen-Cutler and Krystin Rice.*
- General Discussion  
*Public Comments made by 2 individuals.*

**Review Item(s) – 2:05 P.M.**

1. **File No.150000353.** A request for a Site Plan Review to construct a 700 square-foot first floor addition to the front of an existing single-family residence located at 22724 Paul Revere Drive within the Residential Single-Family (RS) zoning district (APN: 2079-012-021).

Submitted by: Rick Stockton  
Planner: Andrew Cohen-Cutler  
(818) 224-1704  
[acutler@cityofcalabasas.com](mailto:acutler@cityofcalabasas.com)

*Vice Chair Stockton recused himself from this item. Associate Planner Cohen-Cutler presented the project and introduced the applicant, Rick Stockton. The Panel*

*suggested extending the stone veneer beyond the edge of the front façade so that it does not end abruptly. The Panel recommended approval of the proposed project.*

2. **File No. 150000092.** A request for a Site Plan and a Scenic Corridor Permit to construct a 568 square-foot addition (Storage Room) to an existing commercial building (Lovi's Deli) located at 24005 Calabasas Road within the Commercial Mixed Use (CMU) zoning district. (APN: 2068-002-038).

Submitted by: Alex Lovi  
Planner: Andrew Cohen-Cutler  
(818) 224-1704  
[acutler@cityofcalabasas.com](mailto:acutler@cityofcalabasas.com)

*Associate Planner Cohen-Cutler presented the project and introduced the applicant, Guillermo Ramos. The Panel raised a concern regarding the proposed roofline, as a roof plan was not available. The Panel has no concerns regarding the proposed massing, siting, and colors and materials. The addition will not impact the scenic corridor because it will match the existing building and views of the structure are blocked by an existing wall. Panelist Stockton recommends that the access to the rooftop be done through an interior hatch in the vestibule area that exits out of the building addition via a wall-mounted ladder. The Panel requests that the parapet wall height and cap match the existing parapet wall located on the east side of the building, south of the existing staircase. The Panel suggests defining a new area for employee seating to replace the existing one. The Panel recommends approval with the proposed recommendations.*

3. **(Cont.)File No.140000011.** A request for the development of a 77-acre vacant site located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069078009 and 2069078011). The proposed project includes: (1) a residential component occupying approximately 13.03 acres (or 16.9%) of the site, consisting of 67 single-family detached homes and four affordable units located within two duplexes; and (2) a commercial component occupying approximately 2.91 acres (or 3.8%) of the site, consisting of a four-story hotel. Approximately 80% of the site would be preserved as permanent open space. Development of this project would require a significant amount of remedial grading in order to reshape and slope the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: Site Plan Review, Development Plan Review, General Plan Amendment, Tentative Tract Map, Zone Change, Oak Tree Permit, Conditional Use Permit, and Scenic Corridor Permit.

Submitted by: The New Home Company  
Planner: Talyn Mirzakhian  
(818) 224-1712

[tmirzakhani@cityofcalabasas.com](mailto:tmirzakhani@cityofcalabasas.com)

*Senior Planner Mirzakhani presented the project and introduced the applicant, Rick Bianchi. The applicant summarized their attempts to address the Panel's concerns from the previous meeting on February 6, 2015. The applicant presented the new brick & stone veneers and roof material. The Panel asked questions about the proposed colors and materials for clarification. The applicant clarifies that all v-ditches will be constructed of earth-tone concrete to blend in with the hillside. The applicant states that they have incorporated more mature landscaping on the hill behind the Colony. The applicant states that they hired the residential component's architect to design the exterior of the hotel to establish continuity with the proposed residences. The entire façade of the hotel has been revised.*

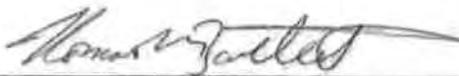
*The Panel comments that the tower elements seem a bit short and could benefit from some roofline revision. The panel suggests designing the mansard of the middle section to dimensionally match the mansard on the north end. The Panel suggests refinement to the porte-cochere wall design and potentially the roof. They would like to see a change to the proportion of that element. The Panel suggests incorporating pilasters and finial into the wall that encloses the pool, and providing decorative openings. The tower element on the west façade provides an opportunity to break up the repetition in the arches on the first floor. Consider matching the center tower element or three-arch element to break up the repetition. The Panel suggests considering a material at the base of the building to introduce some texture to the façade (one of the materials used in the residential component). The faux chimney at the south end seems unnecessary or needs to be re-sized, possibly with a matching one on the other side. The Panel suggests that they lower the hotel pad by at least two feet, while leaving/raising the berm along Las Virgenes at the same height, and placing the additional dirt at the housing pad (raising it by a few inches). Explore the option of a small garden wall at the top of the berm to hide the cars. The applicant agrees to explore this suggestion. Make the downspouts and gutters a detail feature (authentic architectural feature) as opposed to painting them to match the building. The Panel has no further comments on the residential component and appreciates the revisions made thus far. The Panel requests that the applicant returns for a recommendation with their suggestions incorporated into the plans.*

**Adjournment:** Meeting was adjourned at 4:05 pm

Adjournment to the Architectural Review Panel Special Meeting of June 12, 2015 at 2:30 P.M., City Hall, Conference Room #3, 100 Civic Center Way.

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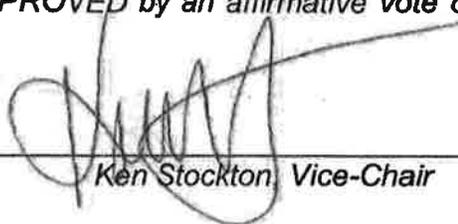
Respectfully Submitted by:



Tom Bartlett, City Planner

Architectural Review Panel Agenda  
May 29, 2015

*On May 29, 2015, these **Action Minutes** were **APPROVED** by an affirmative vote of the members present.*



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Ken Stockton, Vice-Chair



CITY of CALABASAS

**Architectural Review Panel  
ACTION MINUTES  
Special Meeting**

Friday, July 24, 2015 2:00 P.M.  
Council Chambers, City Hall  
100 Civic Center Way, Calabasas  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

**Opening Matters – 2:00 P.M.:**

- Call to Order  
*Meeting called to order at 2:08 PM. Panel members in attendance: Jeff Cooper, Ken Stockton, Will Shepphird, Mak Handel. Staff members in attendance: Tom Bartlett, Talyn Mirzakhanian, Andy Cohen-Cutler and Krystin Rice.*
  
- General Discussion  
*None*

**Public Comments:**

*None*

**Review Item(s) – 2:00 P.M.**

1. **File No. 14000011.** A request for the development of a 77-acre vacant site located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069078009 and 2069078011). The proposed project includes: (1) a residential component occupying approximately 13.03 acres (or 16.9%) of the site, consisting of 67 single-family detached homes and four affordable units located within two duplexes; and (2) a commercial component occupying approximately 2.91 acres (or 3.8%) of the site, consisting of a four-story hotel. Approximately 80% of the site would be preserved as permanent open space. Development of this project would require a significant amount of remedial grading in order to reshape and slope the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: Site Plan Review, Development Plan Review, General

Plan Amendment, Tentative Tract Map, Zone Change, Oak Tree Permit, Conditional Use Permit, and Scenic Corridor Permit.

Submitted by: The New Home Company  
Planner: Talyn Mirzakhian  
(818) 224-1712  
[tmirzakhian@cityofcalabasas.com](mailto:tmirzakhian@cityofcalabasas.com)

*Senior Planner Mirzakhian presented the project and introduced the applicant, Rick Bianchi and Everett Benke. The applicant summarized their attempts to address the Panel's concerns from the previous meeting on May 29, 2015. The Panel posed a series of questions to the applicant regarding the revisions that were made. After completing their review, the Panel agrees that the applicant has successfully incorporated all of the changes that were previously requested, resulting in a much refined and more attractive building, fitting for the City's Scenic Corridor. Panelist Stockton suggests slightly elevating the wall surrounding the pool, adding a pony wall, or to provide 24-36 inches of landscaping in order to soften this part of the structure as it is right at the entry of the hotel and will help increase privacy for pool users. He also suggests taking a second look at the height of the towers to make sure they are not taller than they need to be. Panelist Cooper suggests (but does not require) a two-tile roof instead of a one-tile, in order to match the historic authenticity of the remainder of the building. The Panel requires that the window colors are specified and provided for the Planning Commission hearing as well as a sample.*

*The Panel made some suggestions regarding the proposed Verdura wall along Las Virgenes. The Panel suggests specifying the size of tree and the type of tree within this berm and providing a sample of the Verdura for the Planning Commission. They also suggest providing the Planning Commission with elevations demonstrating the impact of the Verdura wall from Las Virgenes. The Panel would like to see that part of the buffer heavily planted. Explore the suggestion of stepping the planter wall back at about six-feet to break up the 12-foot slope wall to determine if it is feasible. If it is not possible, demonstrate why it is not feasible. If it is feasible, leave a minimum 4-foot width buffer at the bottom.*

*The Panel recommends approval of the project.*

2. **File No. 140001425.** A request for: (1) an Administrative Plan Review to construct a 68 square-foot second-floor addition, construct a 173 square-foot second-floor balcony, and underpin foundation of the house along westerly wall; and 2) an Oak Tree Permit to encroach within the protected zones of oak trees, including one Heritage Oak Tree, to allow for the removal and replacement of a 765 square-foot deck in the rear yard of a property and regrade the existing driveway, located at 3505 Locust Drive (APN: 2072-002-139), within the Calabasas Highlands (CH) overlay zone and Rural-Community (RC) zoning district.

Submitted by: Dean Pastrana  
Planner: Krystin Rice  
(818) 224-1709  
[krice@cityofcalabasas.com](mailto:krice@cityofcalabasas.com)

*Associate Planner Rice presented the project and introduced the applicant, Dean Pastrana and Dan Sadvosky. The Panel poses a series of questions to the applicant. With no changes required, the Panel then recommends approval of the project.*

3. **File No. 150000709.** A request for a Site Plan Review to construct a 700 square-foot, two story addition and an interior remodel at 4524 Park Verona within the Residential Single-Family (RS) zoning district. (APN: 2068-015-012).

Submitted by: Saeed Banaie  
Planner: Andrew Cohen-Cutler  
(818) 224-1704  
[acutler@cityofcalabasas.com](mailto:acutler@cityofcalabasas.com)

*Associate Planner Cohen-Cutler presented the project and introduced the applicant, Angel Vila. The Panel posed a series of questions to the applicant. The applicant indicated that the project has not yet been submitted to the HOA for architectural review. The Panel would like to see consistency in materials used for the additions. The project is approved contingent on consistency of materials.*

4. **File No. 150000664.** A request for a Site Plan Review to add 923 square-feet and a two car garage to an existing two-story single-family residence located at 4036 Blackbird Way, within the Residential, Single-Family (RS) zoning district.

Submitted by: Lawrence Woodcroft  
Planner: Michael Klein  
(818) 224-1710  
[mklein@cityofcalabasas.com](mailto:mklein@cityofcalabasas.com)

*Associate Planner Rice presented the project and introduced the applicant, Raul Mayorga. The Panel poses a question regarding the proposed materials. The applicant proposes to match the existing colors and materials. The Panel comments that the design could benefit from an alteration of the proposed roofline in an attempt to attain continuity along the front façade; specifically, by adding a Dutch gable roof on the end of the addition, to match the Dutch gable on the existing house. Secondly, the Panel proposed moving the gable currently over the master bath to the center of the house to become more of an architectural feature, to achieve improved balance. The Panel recommends approval of the project.*

5. **File No. 150000662.** A request for an Administrative Plan Review to enclose an existing 216 square-foot patio cover and convert it to habitable space, and construct: (1) a 728 square-foot pool house with an attached 155 square-foot trellis; (2) pool/spa and associate equipment; (3) a 650 square-foot patio cover; (4) a 291 square-foot trellis with a bbq; and (5) a 464 square-foot trellis, and a Variance to exceed the allowable height of the aforementioned accessory structures near a significant ridgeline (CMC Section 17.20.150(C)(2)) to an existing, legal nonconforming 6,797 square-foot, single-family residence located at 25516 Prado De Azul located within the Residential, Single-Family (RS) zoning district (A.P.N. 2069-1000-035).

Architectural Review Panel Agenda  
July 24, 2015

Submitted by: Nextects Architects  
Planner: Isidro Figueroa  
(818) 224-1708  
[ifigueroa@cityofcalabasas.com](mailto:ifigueroa@cityofcalabasas.com)

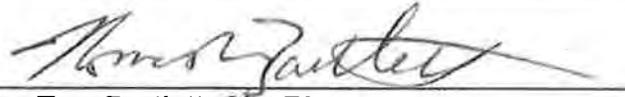
*Associate Planner Rice presented the project and introduced the applicant, Larry Brisley, who then provided a brief summary of the project. The Panel recommends approval of the project with no changes requested.*

**Adjournment:** Meeting was adjourned at 4:25 pm

Adjournment to the Architectural Review Panel Regular Meeting of August 28, 2015 at 2:30 P.M., City Hall, Conference Room #3, 100 Civic Center Way.

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Respectfully Submitted by:

  
Tom Bartlett, City Planner

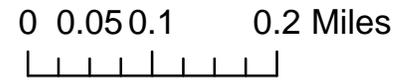
On July 24, 2015, these **Action Minutes** were APPROVED by an affirmative vote of the members present.

  
Jeff Cooper, Chair





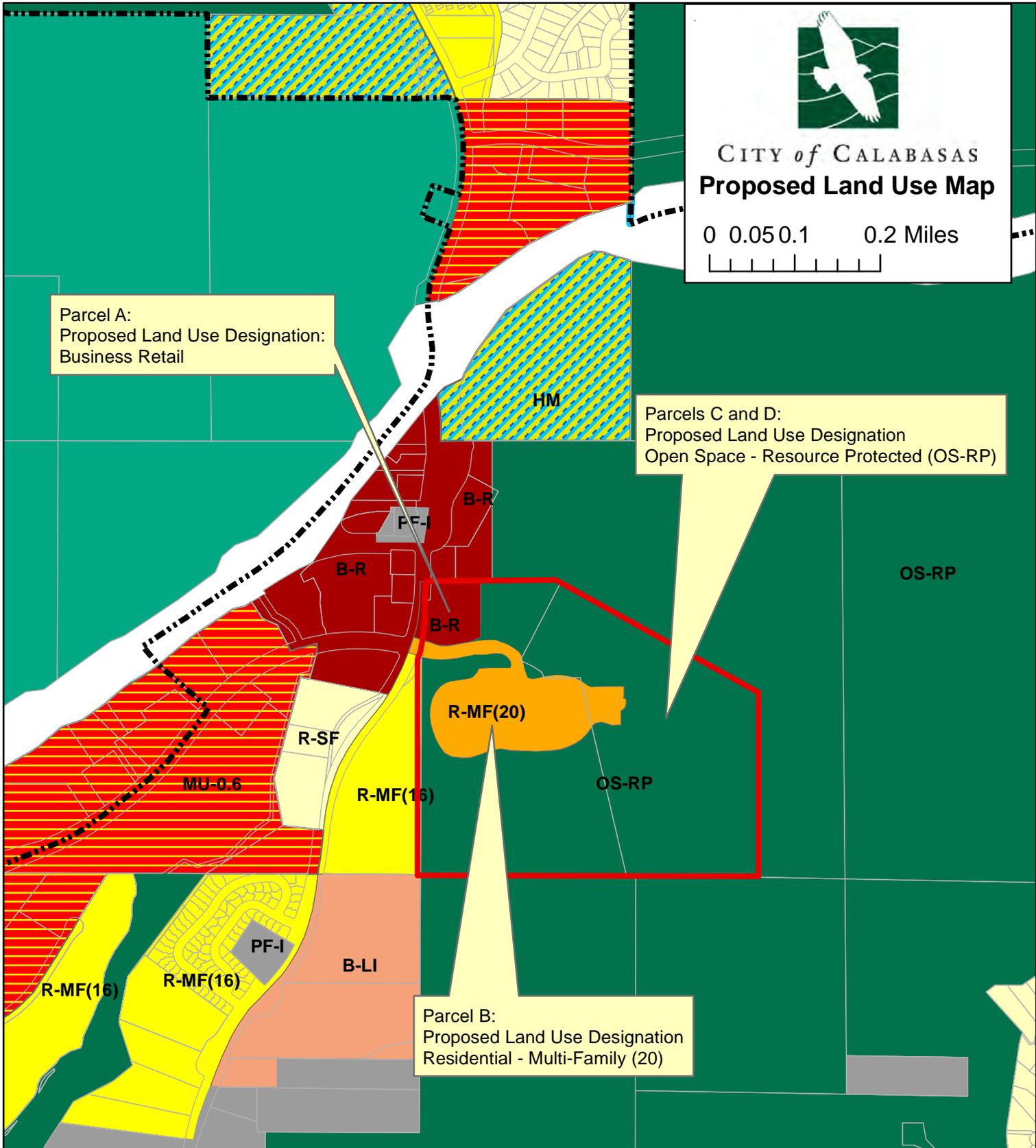
**CITY OF CALABASAS**  
**Proposed Land Use Map**



Parcel A:  
 Proposed Land Use Designation:  
 Business Retail

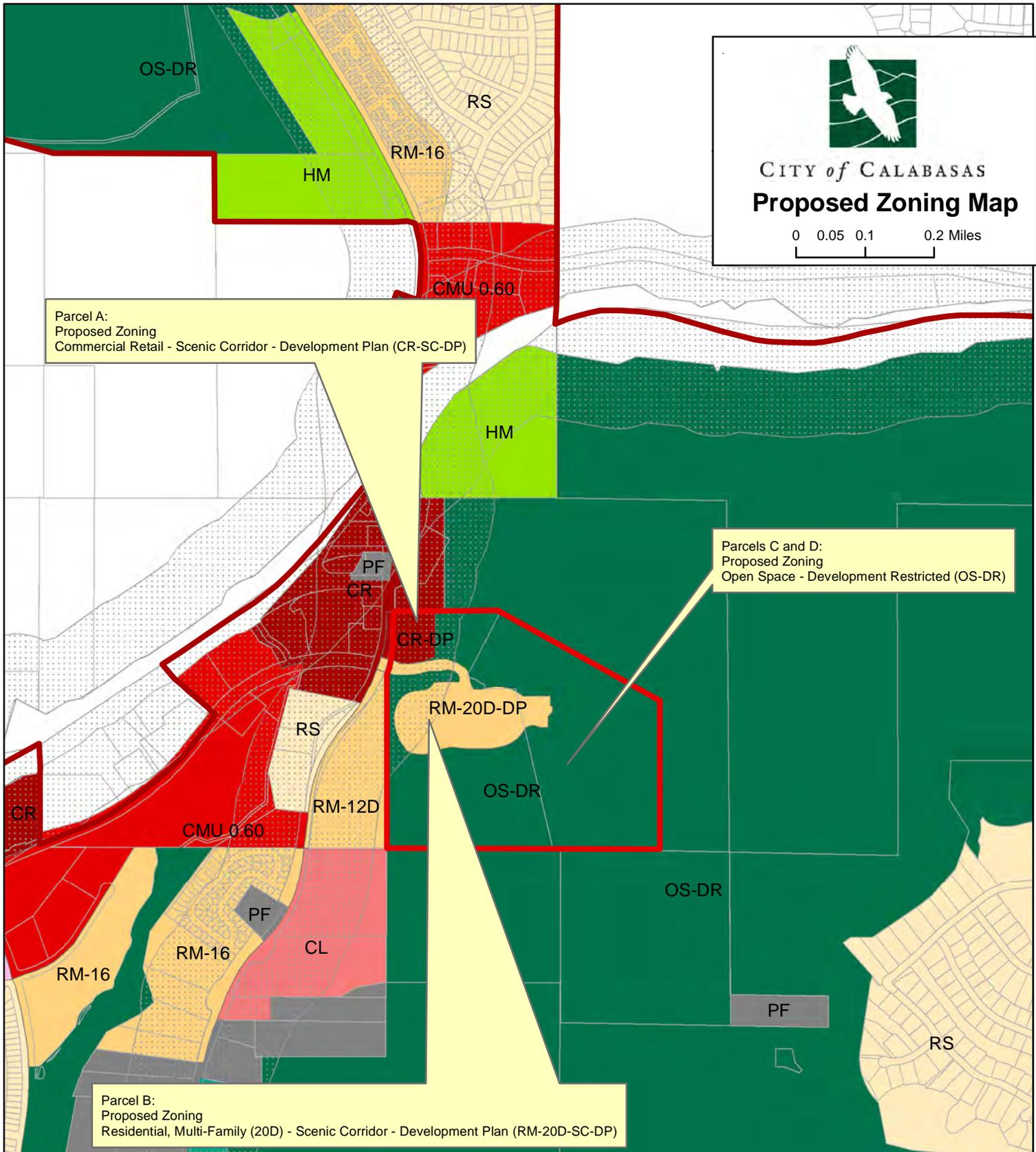
Parcels C and D:  
 Proposed Land Use Designation  
 Open Space - Resource Protected (OS-RP)

Parcel B:  
 Proposed Land Use Designation  
 Residential - Multi-Family (20)



Calabasas City Boundary	R-MH Residential- Mobile Home	MU 1.0 Mixed Use 1.0	RR Rural Residential
Plan Area Boundary	B-OT Business- Old Town	MU 0.95 Mixed Use 0.95	RC Rural Community
R-SF Residential- Single Family	B-PO Business- Professional Office	MU 0.60 Mixed Use 0.60	HM Hillside Mountainous
R-MF(12) Residential- Multiple Family (12)	B-R Business- Retail	PD Planned Development	OS-R Open Space- Recreational
R-MF(16) Residential- Multiple Family (16)	B-BP Business- Business Park	PF-R Public Facilities- Recreational	OS-RP Open Space- Resource Protected
R-MF(20) Residential- Multiple Family (20)	B-LI Business- Limited Intensity	PF-I Public Facilities- Institutional	





**CITY OF CALABASAS**  
**Proposed Zoning Map**

0 0.05 0.1 0.2 Miles

Parcel A:  
 Proposed Zoning  
 Commercial Retail - Scenic Corridor - Development Plan (CR-SC-DP)

Parcels C and D:  
 Proposed Zoning  
 Open Space - Development Restricted (OS-DR)

Parcel B:  
 Proposed Zoning  
 Residential, Multi-Family (20D) - Scenic Corridor - Development Plan (RM-20D-SC-DP)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous	-CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space	-OT Old Topanga
RM Residential, Multi-Family	CMU Commercial, Mixed Use	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility	Scenic Corridor
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

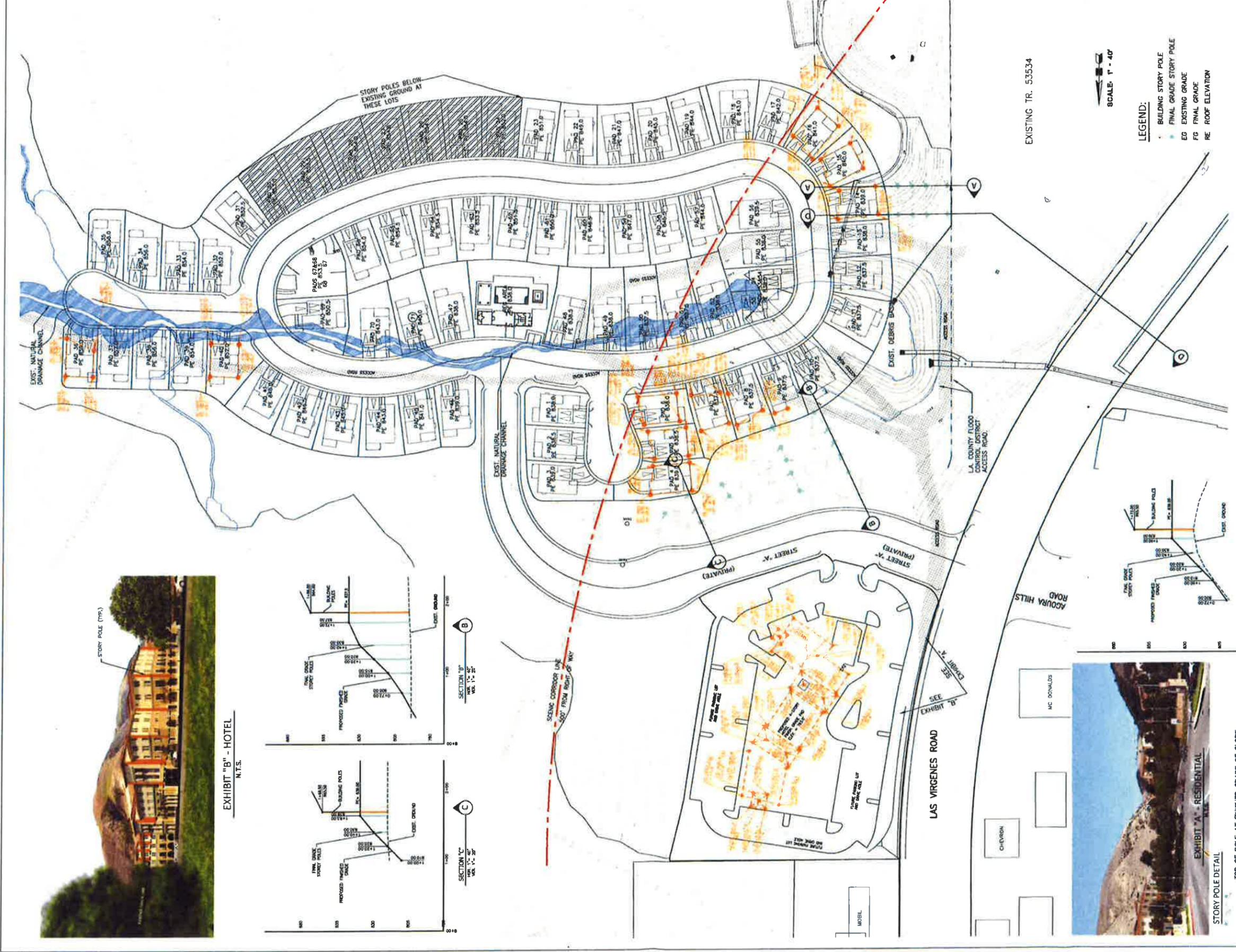
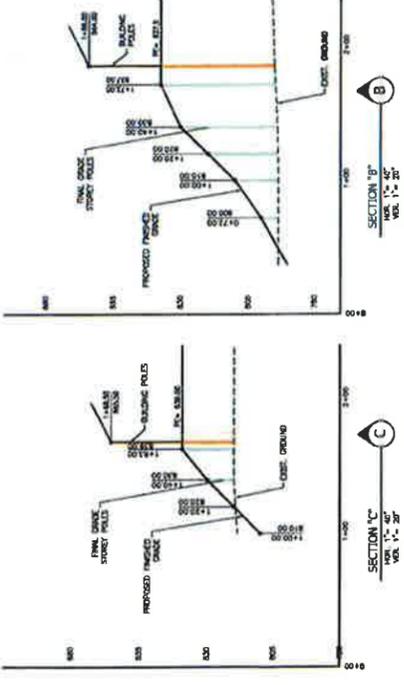
\* The number following the RM label indicates the maximum density for the area; D is for density.  
 \* The number following the CMU label indicates the maximum FAR for the area.



\*This map does not include all Pre-zoned areas  
 Map printed on March 7, 2016.



EXHIBIT "B" - HOTEL  
N.T.S.



SCALE: 1" = 40'

LEGEND:  
 \* BUILDING STORY POLE  
 \* FINAL GRADE STORY POLE  
 EG FINAL GRADE  
 FG FINAL GRADE  
 RE ROOF ELEVATION

STORY POLE EXHIBIT  
SCALE: 1" = 40'

PLAN PREPARED BY:  
 UNITED CIVIL  
 2001 ACOURA E  
 LOS ANGELES, CA 90004  
 TEL: (818) 707-7074  
 FAX: (818) 707-7074



EXHIBIT "A" - RESIDENTIAL

STORY POLE DETAIL

TOP OF POLE AT FINISHED GRADE OF SLOPE  
 GREEN RIBBON FROM POLE TO POLE TO SHOW FINISH GRADE  
 TOP OF POLE AT ROOF ELEVATION OF BUILDING  
 TALLEST POLE (BLACK BANDS TO BE MARKED AT 1' INTERVALS)  
 NOTE: HEIGHT OF EACH POLE TO BE CLEARLY MARKED AT BASE OF POLE

**Hotel  
Story Poles**

**Residential  
Story Poles**





January 23, 2015

Willdan Geotechnical Project No. 100498-1039

**CITY OF CALABASAS – DEPARTMENT OF COMMUNITY DEVELOPMENT  
ENGINEERING GEOLOGY AND GEOTECHNICAL ENGINEERING REVIEW**

Submitted to: Mrs. Tatiana Holden, City of Calabasas

Project Location: Vesting Tentative Tract 71546 (Canyon Oaks Development)  
4790 Las Virgenes Road  
Calabasas, California

**Geotechnical Reports;**

“Addendum Letter #7 and Update Geotechnical Feasibility Studies, Environmental Impact Geotechnical Assessment and Tentative Tract Submittal, Vesting Tentative Tract 71546 – Canyon Oaks Development, 69 Lot Residential Development and Commercial Site, East of the Intersection of Agoura Road and Las Virgenes Road, City of Calabasas, California, Volumes 1 and 2”, Prepared by RJR Engineering, Dated January 15, 2015, Project No. 1344.TNHC.14-14

**Previous Reviews:**

April 29, 2014 and December 12, 2014

**Review Status:**

The Geotechnical Feasibility Report is APPROVED.

**REMARKS**

RJR Engineering provided an update and responses to our review comments dated December 12, 2014. Based on our review of the submitted report and responses it is our opinion that the project is acceptable from geotechnical viewpoint for intended purposes. It is our understanding and per the conclusions and recommendations of the report, additional detail geologic and geotechnical study will be performed for future phases of the project as 100-scale and 40-scale plans are prepared.

This review was performed in accordance with generally accepted professional geotechnical engineering principles and practice in Southern California at this time. We make no other warranty, either express or implied. Conclusions presented herein are based on review of work by others. No field exploration or laboratory testing was performed.

Please contact us if you have questions.

Respectfully submitted,  
**WILLDAN GEOTECHNICAL**



Ross Khiabani, PE, GE  
Director of Geotechnical Services  
C 37156, GE 2202

Distribution: Addressee  
Roxanne Hughes, Willdan engineering



**Exhibit K attachments include:**

- a. Market Study: A proposed hotel**
- b. Peer Review of Market Study**
- c. Summary of Financial Analysis of Rejected Project Alternatives**

**MARKET STUDY:  
A PROPOSED HOTEL  
IN CALABASAS, CALIFORNIA**

Prepared for:

The New Home Company  
29219 Canwood Street, Suite 107  
Agoura Hills, CA 91301

October 2015

**RECEIVED**

**OCT 28 2015**

**COMMUNITY DEVELOPMENT  
PLANNING DEPT.**

**KALLENBERGER JONES & CO.**

## KALLENBERGER JONES & CO.

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245 Fischer Avenue, Suite A-7 • Costa Mesa, California 92626 • tel 714. 433-2020

October 28, 2015

Mr. Rick Bianchi  
The New Home Company  
29219 Canwood Street, Suite 107  
Agoura Hills, CA 91301

Dear Mr. Bianchi:

The accompanying report presents our research and analysis of the potential market support for your proposed 120-room hotel development in Calabasas, California ("the Proposed Hotel"). Included herein are analyses of its site, the economic and tourism forces affecting hotel development, local hotel market conditions, and the market position of the Proposed Hotel. These analyses contribute to recommendations as to the hotel facilities that would best respond to market conditions, a forecast of the future occupancies of the defined hotel market, and estimates of the occupancies and average room rates of the Proposed Hotel.

The findings and conclusions contained in this report are based on interviews with hotel executives and others with knowledge of the hotel market in the region. Information from a variety of other sources was also gathered. We do not make any assurance as to the accuracy of such information, nor do we make any warranties that the estimated operating results will be realized. Further, we have no obligation to update our work for changes in market conditions which occur subsequently.

This report is for your use in evaluating the market potential of the proposed hotel. Its use and interpretation is subject to the restrictions set forth in the engagement letter for our consulting services. Neither this report nor our name may be used in connection with any financing plan classified as a public offering under any securities rules or statutes.

We have enjoyed working with you and we would be pleased to assist you in the interpretation and application of our findings.

Yours very truly,



Mark Kallenberger, ISHC

## **TABLE OF CONTENTS**

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The Proposed Hotel	21
Estimated Performance of the Proposed Hotel	22

## SITE EVALUATION

### ***Introduction***

The site of the Proposed Hotel (“Hotel Site”) is in the City of Calabasas, which is in Los Angeles County but less than one mile south of Ventura County. The western portion of Calabasas is in the Conejo Valley sub-market, which also encompasses the cities of Agoura Hills, Westlake Village, Thousand Oaks, and Newbury Park. The eastern portion of Calabasas is on the western edge of the San Fernando Valley.

Much of Calabasas is in the northwest portion of the Santa Monica Mountains and south of US Highway 101 (the Ventura Freeway or US-101). Calabasas is bounded by the City of Agoura Hills to its west and the Los Angeles communities of Hidden Hills to its north and Woodland Hills to its east. Malibu, which extends along the Pacific shoreline, is situated south of both Calabasas and the Santa Monica Mountains. Some of the foregoing features of the environs of Calabasas are illustrated in the following map.



As is evident in this map, substantial swaths of land in this region are preserved public parks and recreation areas. Much of Calabasas is in or near these natural areas.

The two primary local roadways that provide access from US-101 to Malibu and its beaches are State Route 27 (SR-27 or Topanga Canyon Boulevard) and Las Virgenes Road (County Road N1). As shown in the previous map, SR-27 traverses the eastern edge of Calabasas and runs southward to the coast and the Pacific Coast Highway. Las Virgenes Road passes through the western portion of Calabasas, by Pepperdine University, and southward to the Malibu shoreline.

The bulk of the commercial and residential development in the vicinity of Calabasas is in Warner Center and the Los Angeles communities of Woodland Hills and West Hills, as shown in the following aerial photo.



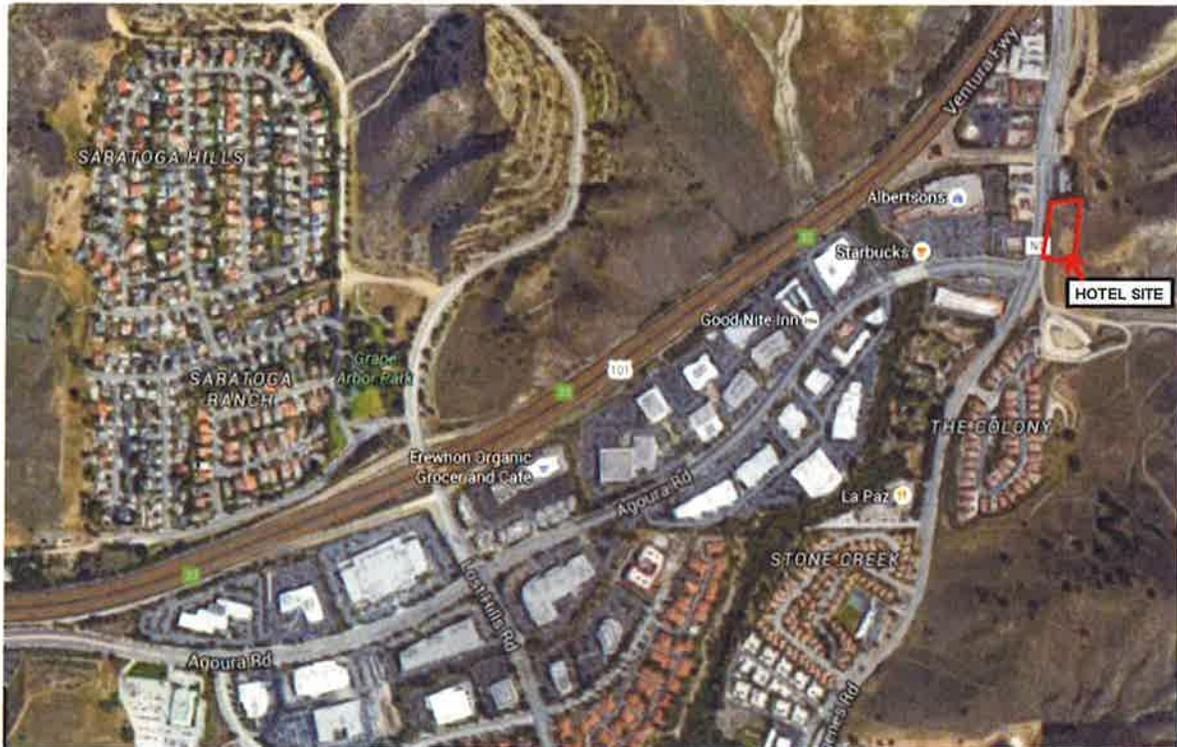
In general, commercial development in Calabasas, Agoura Hills, and Westlake Village is concentrated along a narrow strip that surrounds US-101.

### ***Access and Visibility***

The Hotel Site is located northeast of the intersection of Las Virgenes and Agoura Roads in Calabasas and two blocks south of the US-101/Las Virgenes Road four-way interchange. Las Virgenes Road is a popular route from US-101 to Pepperdine University and Malibu, and various road improvements are being implemented to Virgenes Road near the Hotel Site. On the whole, access to the Hotel Site is convenient due to its proximity to US-101 and the facilitating local roadway system. While the Proposed Hotel would not be readily visible to motorists traveling on US-101, the tall and prominent Mobil sign and other indications of the commercial development on Virgenes Road give this neighborhood the identifiable characteristics of a visitor-serving area.

### ***Neighborhood***

A concentration of office and flex space that surrounds the intersection of Lost Hills and Agoura Roads dominates the neighborhood of the Hotel Site, as shown in the aerial photo on the following page. The major businesses in this area include the headquarters of the Cheesecake Factory restaurant chain, Alcatel-Lucent, Ixia, Spirent, John Paul Richard, and Esoterix Laboratory Services. In general, these and similar businesses located in the neighborhood would generate demand for hotel rooms.



Several medium-sized shopping centers are located along Virgenes, Agoura, and Lost Hills Roads in this neighborhood, but a significant amount of the retail space in them is vacant. One economy hotel, the Good Nite Inn, is situated one block west of the Hotel Site, and a number of existing residential tracts are located along Virgenes Road and on secondary streets in the neighborhood

***Environs of the Hotel Site***

The Hotel Site is surrounded by the following land uses:

- North: a Mobil gas station.
- East: a steep and vacant hillside .
- Southeast: the planned Canyon Oaks residential development.
- Southwest: the existing The Colony residential tract.
- West: the Calabasas Canyon, Creekside Village, and Malibu Canyon retail centers.

The Canyon Oaks project contains the Hotel Site and a planned residential component that consists of 67 single-family detached homes and 4 condominiums in two duplexes. The site plan for this proposed project is presented on the following page.

The three nearby retail centers contain a variety of restaurants that would promote a mutually beneficial relationship with the Proposed Hotel. That is, hotel customers often seek lodging that is near restaurants and other retail outlets, and, at the same time, the retail businesses would benefit from the additional revenues from hotel guests.

# Canyon Oaks

## Project Vicinity Map



### Existing Surrounding Land Uses

- Calabasas Canyon Center - Retail and Office Complex
- Malibu Canyon Plaza - Albertsons Grocery Store, neighborhood retail & restaurants
- Creekside Village - Business oriented retail services
- Existing Residential Communities

## ***Conclusion***

The Hotel Site is very well suited to its proposed development. Its primary characteristics that support this assessment are summarized below.

- The Hotel Site is on the western edge of a major concentration of office and commercial development in Warner Center and Woodland Hills, and it is located near secondary commercial zones in Agoura Hills.
- It is near a concentration of office and flex space that surrounds the intersection of Lost Hills and Agoura Roads.
- It is readily accessible from US-101 via the four-way interchange at Las Virgenes Road.
- It is near several shopping centers that contain restaurants and retail outlets that would promote a symbiotic relationship with the Proposed Hotel.

## AREA REVIEW

### The Regional Economy

**Los Angeles County.** The economy of Los Angeles County has rebounded in recent years, and the recovery is generally projected to continue into 2016, as shown in the following graphs prepared by the Los Angeles County Economic Development Corporation (LAEDC).

#### Los Angeles County Employment

Annual average in thousands, 2014 benchmark



Source: EDD Labor Market Information Division; forecast by LAEDC

#### Los Angeles County Personal Income & Taxable Sales Growth

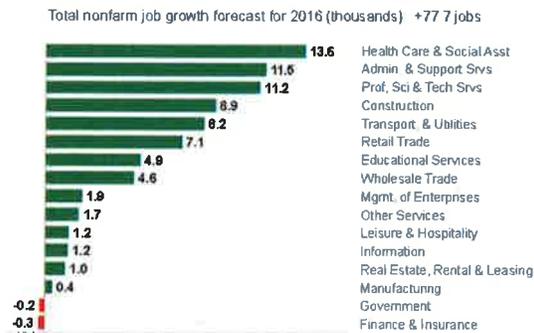


Source: California Board of Equalization, Dept. of Commerce; estimates & forecast by the LAEDC

The unemployment rate in Los Angeles County peaked at 12.5 percent in 2010 but fell to 8.3 percent in 2014 and is forecast by LAEDC to be 7.3 percent in 2015 and 6.3 percent in 2016.

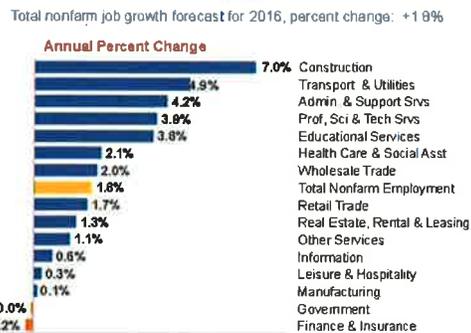
The primary economic sectors that have realized high growth rates include construction, transportation and utilities, administrative and support services, and professional and technical services. These sectors are forecast to continue these trends, as shown in the following graphs.

#### L.A. County Employment Growth, 2016



Source: CA EDD, Labor Market Information Division; forecast by LAEDC

#### L.A. County Employment Growth, 2016



Source: CA EDD, Labor Market Information Division; forecast by LAEDC

The construction sector has traditionally been very volatile, and it is now on a sharp upswing. Residential permits rose 51.3 percent in 2013 and 15.5 percent in 2014; LAEDC forecasts increases of 29.9 percent in 2015 and 22.2 percent in 2016. Since actual construction lags the issuing of building permits, the construction sector should continue to provide a boost to the regional economy after 2016.

**Ventura County.** The economy of Ventura County has also improved dramatically in recent years, as indicated in the following graphs.

### Ventura County Employment

Annual average in thousands, 2014 benchmark



Source: EDD Labor Market Information Division, forecast by LAEDC

### Ventura County Personal Income & Taxable Sales Growth

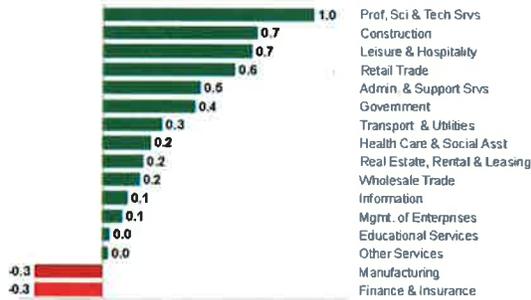


Source: California Board of Equalization, Dept. of Commerce, estimate & forecast by the LAEDC

Ventura County has a large number of firms involved in a variety of scientific research and development activities, many of which are expanding. As a result, the professional, scientific, and technical services economic sector is forecast to generate more jobs than any other sector in 2016. The construction sector, which is smaller, is projected to record the highest percentage growth, as shown in the following table.

### Ventura County Employment Growth, 2016

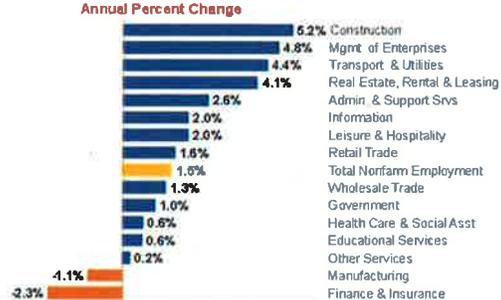
Total nonfarm job growth forecast for 2016 (thousands): +4.5 jobs



Source: CA EDD, Labor Market Information Division, forecast by LAEDC

### Ventura County Employment Growth, 2016

Total nonfarm job growth forecast for 2016, percent change: +1.5%



Source: CA EDD, Labor Market Information Division, forecast by LAEDC

**Conejo Valley.** The largest of the many companies located in the Conejo Valley, include Baxter, General Dynamics Corporation, and Rockwell International, but the most prominent is Amgen, which has its headquarters in Thousand Oaks. Amgen generated \$82.3 million of air traffic expenditures in 2014, according to Business Travel News. Only two other companies with their North American headquarters in Southern California (The Walt Disney Company and Toyota) generated a higher air travel volume.

Other companies with a substantial presence in the Conejo Valley include Verizon and Verizon Wireless, Anthem Inc. (formerly WellPoint), J.D. Power and Associates, Volkswagen, Audi, THQ, SAGE Publications, MacTech, and JAFRA Cosmetics. Also, a number of smaller high-tech companies operate in this area.

## **Economic Outlook**

The consensus of economists is that the economic recovery in Los Angeles and Ventura Counties should continue as rising disposable incomes in the nation and state should spur additional growth in retail sales and in the demand for office and industrial space in the region and outlying areas such as the San Fernando and Conejo Valleys. The prospects of some of the major sources of economic growth are summarized in the following paragraphs.

- **International Trade:** Container volume through the twin ports of Los Angeles and Long Beach increased 3.4 percent in 2013, another 3.8 percent in 2014, and is forecast to be flat in 2015 due to the congestion caused by a labor dispute in early 2015. The LAEDC forecasts container volume to increase 3 percent in 2016.
- **Construction:** Construction stalled severely in the recent recession, but has exploded in recent years due to the improving economy and the pent-up demand for housing and commercial space. As discussed previously, building permits have increased sharply, which suggests that most of the construction of the permitted projects will occur over the next few years.
- **High-tech:** Silicon Beach is the popular name for a zone in the Westside region of Los Angeles County that is reputed to be the home of more than 500 tech startup companies. In the first half of 2015, the Los Angeles/Orange County area received \$3.1 billion in venture capital, which was the third most in the nation, behind only Silicon Valley and New York City, according to LAEDC.

## **Office Market**

The office market in the Conejo Valley encompasses more than 6.5 million square feet. In comparison, the office market in the West San Fernando Valley has roundly 14.8 million square feet, and a good portion of that is in Warner Center and Woodland Hills. In general, these office markets are modestly healthy, as the vacancy rate in the West San Fernando Valley was 15.7 percent in the third quarter of 2015, and that of the Conejo Valley was 14.6 percent. Data that support this assessment are presented in the following table.

<b>LOCAL OFFICE MARKET: 3rd quarter 2015</b>		
	<u>Conejo Valley</u>	<u>West San Fernando Valley</u>
Buildings	105	139
Available office space (sq ft)	6,553,712	14,840,973
Average building size ( sq ft)	62,416	106,770
Vacancy Rate	14.6%	15.7%
Net absorption in YTD 2015 (sq ft)	86,200	19,300
Under construction (sq ft)	120,933	0
Asking rent: (sq ft/month)	\$2.19	\$2.19
Source: Colliers International		

## **The Industrial Market**

The industrial market in the Conejo Valley, which consists of roundly 7.4 million square feet of industrial space, is small, but that of the West San Fernando Valley has almost 25.7 million square feet of space, as shown in the following table.

<b>LOCAL INDUSTRIAL MARKET: 3rd quarter 2015</b>			
	<u>Conejo Valley</u>	<u>West San Fernando Valley</u>	<u>San Fernando Valley</u>
Buildings	241	790	3,289
Available industrial space (sq ft)	7,412,000	25,676,700	109,393,500
Average building size ( sq ft)	30,755	32,502	33,260
Vacancy Rate	2.8%	1.9%	1.3%
Net absorption in YTD 2015 (sq ft)	207,900	252,200	1,269,300
Under construction (sq ft)	0	83,000	83,000
Asking rent: (sq ft/month)	\$0.80	\$0.72	\$0.68
Source: Colliers International			

As in most of Southern California, the regional industrial market is very healthy, as the vacancy rate in the Conejo Valley was 2.8 percent at the end of the third quarter of 2015, and that of the West San Fernando Valley was 1.9 percent. Moreover, the vacancy rate should fall even further if the current absorption rate continues at its current pace. In general, the industrial space in the Conejo and West San Fernando Valleys, which contain more flex (research and development) buildings than the entire San Fernando Valley and most other regions of Southern California, command higher industrial rental rates. While the Conejo Valley has an asking rental rate of \$0.80 per square foot per month and that of the West San Fernando Valley is \$0.72, the rate of in all of the San Fernando Valley is a lower \$0.68.

## **Transportation**

**Air Access.** Almost all air passengers destined for Calabasas arrive at Los Angeles International Airport (LAX) and then travel northwest approximately 30 miles by freeway to Calabasas. Bob Hope Airport in Burbank, which is 23 miles east of Calabasas, provides much less air service than LAX. Van Nuys Airport, which is 13 miles northeast of Calabasas, does not service scheduled flights, but it does accommodate a very large number of general aviation aircraft.

**Freeways.** The only freeway that provides direct access from Los Angeles to Ventura and Santa Barbara Counties is US-101. As a result, it is the primary route for motorists traveling through the central coast of California, which is very scenic and contains many major tourist attractions. Also, a large number of businesses and residential areas are located along US-101 in Los Angeles and Ventura Counties. The combination of commuting and tourist travel on this freeway causes it to often be heavily congested. As a result, business travelers typically prefer hotels that are near their destination.

Traffic volumes in the vicinity of the Hotel Site have been consistently high in recent years, as indicated in the table below.

<b>TRAFFIC* ON US-101 AT LAS VIRGENES RD</b>		
<u>Year</u>	<u>Relationship to Las Virgenes Road</u>	
	<u>West</u>	<u>East</u>
2010	185,000	169,000
2011	185,000	169,000
2012	181,000	169,000
2013	186,000	173,000
2014	180,000	167,000

\* average annual daily traffic  
Source: Caltrans

In an effort to facilitate the flow of traffic on US-101 in Thousand Oaks, Caltrans is underway with a project to improve the intersection of US-101 and State Route 23. This project is likely to have a negligible effect on traffic in Calabasas.

### **Warner Center**

Warner Center is a commercial and retail district encompassing 1,100 acres that is located in the southwestern corner of the San Fernando Valley in the communities of Woodland Hills and Canoga Park. In the 1960s, it was planned to be a suburban office and retail center that would relieve traffic to and from Downtown Los Angeles and generate jobs in the San Fernando Valley. The four major existing projects in Warner Center are:

- Warner Center Business Park, which was built in the 1970s and has 1.1 million square feet of mostly low- and mid-rise office and industrial buildings.
- Warner Center Plaza, which was constructed mostly in the 1980s and has 1.8 million square feet of mostly office space, much of which is in high-rise towers.
- The Trillium, which opened in the late 1980s and has two 17-story office towers, each of which has roundly 300,000 square feet of rentable space.
- LNR Warner Center, which was built between 2001 and 2005 and has more than 1.4 million square feet of mostly office space.

In December 2013, the Los Angeles City Council adopted a long-term development plan (“Warner Center 2035”) that emphasizes public transit and provides for substantial additional and intensive real estate development in the Warner Center plan area. This plan envisions the development of another 14 million square feet of commercial building area and approximately 20,000 additional residential units.

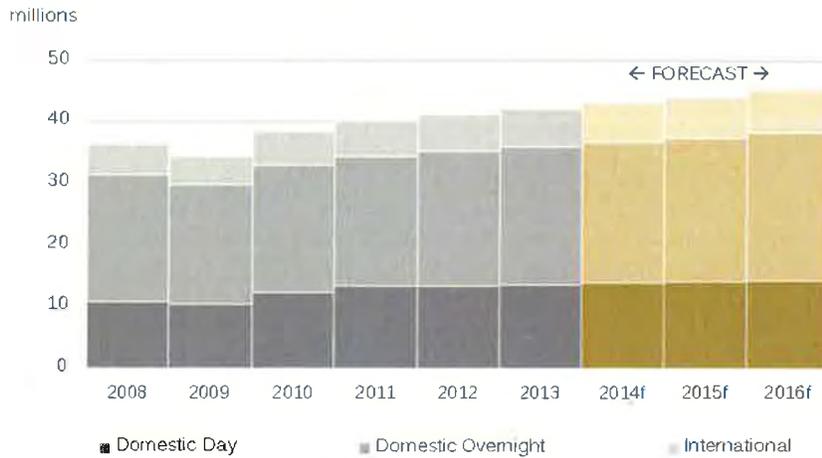
The most recent retail project in Warner Center is the Village at Westfield Topanga, which is a shopping center of 550,000 square feet that opened in September 2015. It is anchored by Costco but also has a lifestyle component. Its owners, Westfield Corp., also own and operate the adjacent Westfield Topanga and Westfield Promenade malls, which they intend to upgrade.

In keeping with the Warner Center 2035 plan, United Technologies recently announced plans for a \$3 billion development of their former 47-acre Rocketdyne plant, and Boston Global Investments is undertaking the project. As proposed, this site would contain 3.95 million square feet of new residential buildings and 1.1 million square feet of offices.

**Tourism**

Tourism in California is flourishing, as 251 million international and domestic travelers visited the state in 2014, which was 3 percent greater than the previous record of 243 million in 2013, according to Visit California. A new record was also set in Los Angeles County, which hosted 44.2 million tourists, up 4.8 percent from 2013. The historical trend and the forecasts of the Los Angeles Tourism & Convention Board are presented in the graph below.

**Visitors to Los Angeles County**



Source: LATCB

In an effort to attract more visitors, the cities of Thousand Oaks and Agoura Hills formed the Conejo Valley Tourism Improvement District in 2013. The purpose of this non-profit corporation is to mobilize the hospitality community and market the Conejo Valley. One of their goals is to promote special events that attract visitors.

At present, the largest tourist attractions in the Conejo Valley are the Ronald Reagan Presidential Library and the Santa Monica Mountains National Recreation Area. In addition, the Conejo Creek South Park, which has 12 soccer fields, hosts some weekend soccer tournaments that attract participants, their families, and spectators, many of whom require lodging, primarily on Saturday.

## ***Conclusion***

The outlook for the national, state, and local economies is favorable, and tourism should continue to expand in California and along US-101 in the vicinity of the Hotel Site. The local office and industrial markets are healthy and are likely to improve even more due in large part to the considerable new real estate development that is proposed in Warner Center, including the recent opening of a new shopping center, the planned development of the former 47-acre Rocketdyne plant, and other major and minor projects. As a result, the demand for hotel rooms in Calabasas should increase significantly.

## THE HOTEL MARKET

### ***Regional Hotel Market***

The bulk of the hotel development in the region is in Woodland Hills, but Westlake Village, Agoura Hills, and Calabasas have smaller shares of the supply of hotel rooms, as shown in the table below.

REGIONAL HOTEL MARKET			
<u>City</u>	<u>Hotels</u>	<u>Rooms</u>	<u>Share of Rooms</u>
Woodland Hills	9	1,358	43.5%
Westlake Village	4	833	26.7%
Agoura Hills	3	498	16.0%
Calabasas	<u>3</u>	<u>433</u>	<u>13.9%</u>
total	19	3,122	100.0%

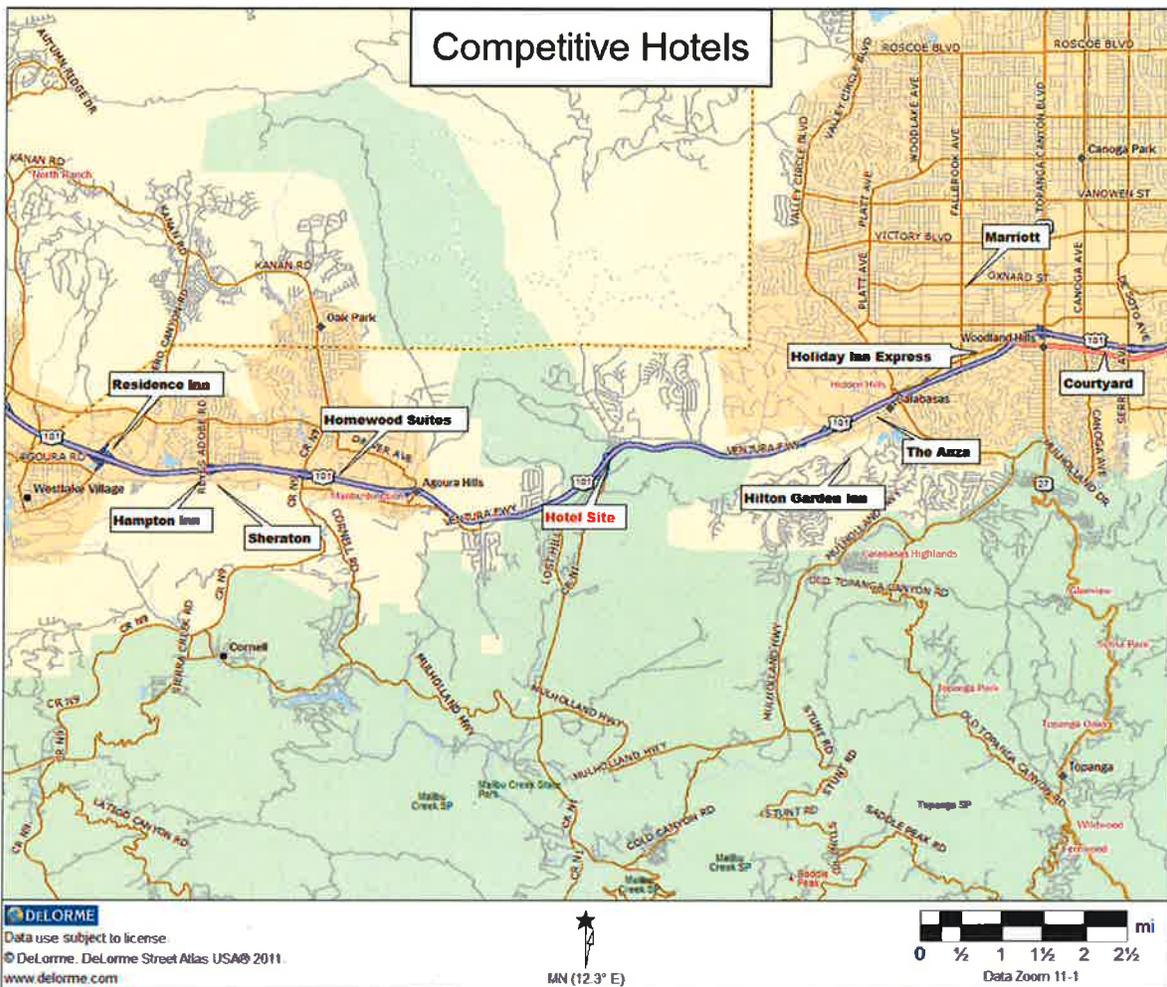
Source: Smith Travel Research

### ***Existing Competitive Hotels***

A sample of the hotels that would be the main competitors of the Proposed Hotel in Calabasas (“the competitive set”) is presented in the table below and in the map on the following page.

COMPETITIVE HOTELS NEAR CALABASAS						
<u>Hotel</u>	<u>City</u>	<u>STR Class</u>	<u>Opened</u>	<u>Rooms</u>	<u>Distance from Site</u>	
					<u>Miles</u>	<u>Direction</u>
Residence Inn	Westlake Village	Upscale	2007	160	6.0	west
Hampton Inn & Suites	Agoura Hills	Upper Midscale	2002	93	4.8	west
Sheraton	Agoura Hills	Upper Upscale	1988	280	4.6	west
Homewood Suites	Agoura Hills	Upscale	2007	125	3.3	west
Hilton Garden Inn	Calabasas	Upscale	2002	142	2.9	east
The Anza	Calabasas	Independent	1987	122	3.4	east
Holiday Inn Express	Woodland Hills	Upper Midscale	2009	86	4.8	east
Marriott	Woodland Hills	Upper Upscale	1986	474	5.9	east
Courtyard	Woodland Hills	Upscale	1966	<u>122</u>	6.2	east
total rooms				1,604		

Source: STR, Kallenberger Jones & Co.



As indicated in the previous table and map, the Hotel Site is approximately halfway between Woodland Hills and Westlake Village. The Proposed Hotel should be able to attract a high proportion of hotel customers bound for the offices located within two blocks of the Hotel Site and some of the visitors to Woodland Hills, Agoura Hills, and Westlake Village.

On the whole, this competitive set is somewhat diverse. Two of the hotels, the Marriott Woodland Hills and the Sheraton Agoura Hills, are full-service properties that have restaurants and significant meeting facilities. The Residence Inn and Homewood Suites are extended-stay hotels that offer kitchen facilities, which appeal to many hotel customers that stay five nights or longer. The Hilton Garden Inn, Courtyard, and Anza hotels are commonly classified as select-service properties because they offer food and beverage facilities that provide at least two meals each day. The Hampton Inn & Suites and Holiday Inn Express are limited-service hotels that feature a free breakfast but have no other significant facilities.

Of the four hotels that were built prior to 1987, three (Marriott, Courtyard, and Anza) have been renovated in recent years and are generally in good or better condition. The fourth property, the Sheraton, has been partially renovated and is exhibiting some signs of its age. In spite of their renovations, the ages of these properties make them vulnerable to new competitive hotels.

## ***Proposed Hotels***

**Hotel Projects.** As will be discussed subsequently, the hotel market in the vicinity of Calabasas is experiencing high occupancies, which have caused hotel developers to propose hotel projects. Those that have submitted applications to the relevant municipal planning authorities are described in the following paragraphs.

***Rondell Hotel Calabasas:*** This proposed project involves a 128-room SpringHill Suites by Marriott on a 4.13-acre site located northeast of the intersection of Las Virgenes Road and Rondell Street in Calabasas. Marriott approved the application of the developer in June 2014. The City of Calabasas is in the process of evaluating the request by the developer to absorb a portion of Rondell Street and also assessing environmental issues such as storm drainage and scenic view corridors.

***Westin Calabasas:*** This 176-room full-service hotel is proposed on a site located on Calabasas Road and southwest of US-101 and Parkway Calabasas. This project would be very costly to build, as it is planned to encompass 363,415 square feet of building area, including subterranean parking. The very high development costs and the modest number of guest rooms suggest that this project would face very stiff financing and other obstacles and is unlikely to be built soon, if at all. Moreover, its planned market position and therefore room rates are much higher than all the existing competitive hotels and therefore it would not be competitive with the Proposed Hotel.

***Residence Inn Woodland Hills:*** This 105-room extended-stay hotel is being proposed in Woodland Hills on a site adjacent to its sister property, the existing Courtyard. Reportedly, the developers are in the process of seeking the necessary entitlements from the City of Los Angeles.

***Courtyard/TownePlace Suites Agoura Hills:*** This Marriott dual-branded hotel project, which involves a total of 225 rooms, is planned on a site located southwest of US-101 and Kanan Road and east of the existing County Animal Shelter. The Planning Department of Agoura Hills is currently reviewing the application of the developer. The Courtyard would be a select-service hotel and the TownePlace Suites is to be an upper midscale extended-stay hotel occupying a market position below Residence Inn by Marriott.

***Boutique Hotel Agoura Hills:*** This very preliminary project is planned on a site located southeast of the intersection of Agoura and Kanan Roads. The initial submittal for this project involved a hotel with a building area of 65,000 square feet, which would support a hotel of roundly 100 rooms.

In addition, the Warner Center 2035 plan encourages hotel development, but most of the currently active projects involve multi-family housing. This is a common characteristic of this and other suburban regions of Southern California, as multi-family home builders are aggressively developing infill sites and out-bidding developers that propose hotel or other projects.

**Supply Forecast.** Forecasting the future supply of hotel rooms in this market is laden with uncertainty because none of the aforementioned hotel projects have progressed to the stage where they can be considered likely to be developed soon. All seem to face major entitlement, environmental, and financing obstacles. Even hotel projects that have received the necessary entitlements are often delayed and/or occasionally abandoned due to such obstacles as cost increases, changing market conditions, and financing difficulties. Since none of the hotel projects have reliable opening dates, it is assumed herein that their development will be dispersed over the next several years. The forecast of the future supply of hotel rooms in the local market is presented in the table below.

<b>Estimated Growth in Average Daily Room Supply</b>												
<b>Market Area: Calabasas, California</b>												
	Year Opened	Total Rooms	Rooms	Additions to Average Daily Rooms Available								
			Available 2014	2015	2016	2017	2018	2019	2020	2021	2022	
<b>Competitive Hotels:</b>												
Residence Inn	2007	160	160									
Hampton Inn & Suites	2002	93	93									
Sheraton	1988	280	280									
Homewood Suites	2007	125	125									
Hilton Garden Inn	2002	142	142									
The Anza	1987	122	122									
Holiday Inn Express	2009	86	86									
Marriott	1986	474	474									
Courtyard	1966	122	122									
<b>Forecast Supply:</b>												
<b>Proposed Hotel</b>	2018	120					120					
Rondell SpringHill Suites	2018	128					128					
Residence Inn Woodland Hills	2019	105						105				
Dual Marriott hotels	2019	225						225				
Boutique Hotel	2020	100							100			
Uncertain additions	2021-22	300								150	150	
Change in Supply								248	330	100	150	150
<b>ROOMS AVAILABLE</b>		<b>2,582</b>	<b>1,604</b>	<b>1,604</b>	<b>1,604</b>	<b>1,604</b>	<b>1,604</b>	<b>1,852</b>	<b>2,182</b>	<b>2,282</b>	<b>2,432</b>	<b>2,582</b>
<b>% Change in Supply</b>				<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>15.5%</b>	<b>17.8%</b>	<b>4.6%</b>	<b>6.6%</b>	<b>6.2%</b>	
<b>ANNUAL SUPPLY (room nights)</b>			<b>585,460</b>	<b>585,460</b>	<b>585,460</b>	<b>585,460</b>	<b>675,980</b>	<b>796,430</b>	<b>832,930</b>	<b>887,680</b>	<b>942,430</b>	

As indicated in this table, it is assumed that the Proposed Hotel and the Rondell SpringHill Suites will open in 2018. The remaining planned hotels are assumed to be built subsequently. Also, “uncertain additions” equivalent to 150 new hotel rooms were assumed to open annually after 2020, which would allow for hotel projects that may surface in the future.

### **Market Trends**

The key performance metrics of a hotel operation are occupancy, average daily room rate (ADR), and revenues per available room (RevPAR). RevPAR is simply equal to occupancy times ADR. These performance measures of the nine competitive hotels are presented in the table on the following page.

RECENT MARKET TRENDS					
Year	Occupancy	Average Room Rate		RevPAR	
		Amount	Change	Amount	Change
2009	63.0%	\$124.15	-	\$78.27	-
2010	65.7%	\$119.83	-3.5%	\$78.78	0.6%
2011	69.5%	\$118.42	-1.2%	\$82.32	4.5%
2012	76.9%	\$122.42	3.4%	\$94.13	14.3%
2013	78.2%	\$127.47	4.1%	\$99.71	5.9%
2014	82.3%	\$135.86	6.6%	\$111.85	12.2%
YTD Sept 2015	83.8%	\$148.01	8.6%	\$124.10	8.8%
YTD Sept 2014	83.7%	\$136.25	-	\$114.08	-

Source: Smith Travel Research

As indicated in this table, the occupancies of the competitive set have improved dramatically since 2009, and reached a level of 82.3 percent in 2014. At this occupancy, the competitive hotels are operating near capacity on many days of the year. When this occurs, hoteliers almost always raise room rates, as evidenced by the 6.6 percent increase in the aggregate ADR in 2014 and the 8.6 percent increase in the first nine months of 2015. Based on the year-to-date results in 2015, it appears that this competitive set of hotels should realize an occupancy of 82 percent and an ADR of \$147 in 2015.

### **Performance by Location**

The aggregate occupancy, ADR, and RevPAR of the six competitive hotels in Calabasas, Agoura Hills in 2014 were compared to those of the three competitive hotels in Woodland Hills in the table below.

PERFORMANCE BY LOCATION: 2014			
	Western Cities*	Woodland Hills	Total
Number of Rooms	922	682	1,604
Occupancy	80.9%	84.3%	82.3%
Average Room Rate	\$135.73	\$136.04	\$135.86
RevPAR	\$109.79	\$114.65	\$111.85

\* Calabasas, Agoura Hills, and Westlake Village  
Source : Kallenberger Jones & Co.

As indicated in this table, the aggregate occupancy of the hotels in Woodland Hills was higher than that of the hotels in its three western cities (Calabasas, Agoura Hills, and Westlake Village), but the ADRs of the two areas were similar. These data have some weaknesses, including the small sample size, but they do indicate that the Woodland Hills hotel market is slightly stronger than that of the three western cities.

### **Seasonality**

The monthly occupancies, average room rates, and RevPARs of the competitive hotels are presented in the table on the following page.

MONTHLY PERFORMANCE PATTERNS: 2014					
Month	Occupancy	Average Room Rate		RevPAR	
		Amount	Change*	Amount	Change*
January	76.4%	\$130.39	4.5%	\$99.57	13.2%
February	79.8%	\$133.08	5.7%	\$106.21	20.6%
March	80.3%	\$133.43	7.0%	\$107.14	15.0%
April	82.1%	\$132.96	4.4%	\$109.17	9.3%
May	83.4%	\$135.27	7.8%	\$112.80	13.7%
June	88.2%	\$138.35	8.0%	\$122.00	13.3%
July	90.5%	\$141.06	7.9%	\$127.71	13.3%
August	91.1%	\$142.89	7.8%	\$130.16	13.0%
September	81.5%	\$136.52	4.4%	\$111.22	9.6%
October	84.1%	\$137.16	7.1%	\$115.42	10.7%
November	78.7%	\$136.25	8.3%	\$107.30	12.1%
December	71.6%	\$129.90	5.8%	\$93.03	4.7%
average	82.3%	\$135.86	6.6%	\$111.85	12.2%

\* change from same month in 2013  
Source: Smith Travel Research

As shown in this table, the occupancies of the competitive hotels were between 79.8 and 91.1 percent from February through October. The occupancies in June, July, and August were greater than 88.2 percent, having been boosted by the tourism that occurs during summer vacations. The occupancies in January, November, and December were lowest due largely to the limited business travel during the winter holidays. Still, the occupancy in January and November exceeded 76.4 percent, and that in December was 71.6 percent.

### **Day-of-Week Patterns**

The performance of the competitive hotels by day of week in the twelve-month period ending September 30, 2015 is presented in the table below.

DAY OF WEEK PATTERNS			
Day	Occupancy	Average Room Rate	RevPAR
Sunday	65.5%	\$137.57	\$90.18
Monday	83.7%	\$152.65	\$127.78
Tuesday	90.6%	\$156.88	\$142.07
Wednesday	90.7%	\$155.57	\$141.03
Thursday	79.8%	\$143.43	\$114.52
Friday	80.6%	\$130.70	\$105.28
Saturday	85.9%	\$132.91	\$114.12

Source: Smith Travel Research

As indicated in this table, the ADRs and RevPARs in this market are highest on Tuesday and Wednesday, which is typically when business travel peaks. The higher ADRs on these two days are often attributed to the common practice of business travelers having their lodging expenses reimbursed by their companies or clients. In support of this viewpoint are the much lower ADRs

on Fridays and Saturdays, when leisure travelers commonly use hotels. The RevPAR is lowest on Sundays, when both leisure and business travel is weakest.

### ***Market Segmentation***

The occupancies and average room rates of each competitive hotel are affected by the market segments to which that hotel appeals. Customers of the competitive hotels have been segregated into two major classifications: commercial and leisure travelers. The characteristics of each of these market segments are discussed in the following paragraphs.

**Commercial.** This market segment accounted for an estimated 77 percent of the room nights of the competitive hotels in 2014. This segment is primarily comprised of hotel customers that visit the businesses in the region, but it also includes corporate and association groups that hold meetings at the local hotels that have meeting space. As mentioned previously, most commercial travelers seek lodging in mid-week periods, particularly Tuesday and Wednesday. Most corporate travelers have their lodging expenses reimbursed by their employers or clients and therefore are less price sensitive than leisure travelers.

While some economic growth should occur in Agoura Hills and Calabasas, most of the expansion of the local economy should occur in Woodland Hills, where the Warner Center 2035 plan envisions major office, retail, and residential projects. Based on this outlook, the demand for local hotel rooms from commercial travelers is assumed to increase at a base rate of 4 percent per annum.

**Leisure.** This market segment accounted for an estimated 23 percent of the room nights of the competitive hotels. This segment includes friends and relatives of local residents, sports teams, tourists visiting the many attractions of Southern California, long-haul motorists traveling on US-101 along the Pacific coast, and attendees of special events at Pepperdine University and other regional venues. The peak periods of leisure travel are on weekends and in the summer.

The recovering national and regional economies have leisure travel to increase throughout Southern California and in the vicinity of Calabasas. In particular, coastal tourism in California has expanded at healthy rates in recent years. Based on this outlook, the demand for local hotel rooms from leisure travelers is assumed to increase at a base rate of 2 percent per annum.

### ***Reconciliation of Supply and Demand***

A quantitative analysis of the supply of and demand for competitive hotel rooms in the defined market area, expressed in room nights, is presented in the table on the following page.

In this analysis, the occupancy of the competitive set, which was approximately 82 percent in 2014, is forecast to increase marginally in 2016 and 2017 owing to the absence of new competitive hotel rooms entering the market. During this period, the hotel market should operate at a near-capacity level, which customarily constrains increases in occupancy and causes hoteliers to aggressively raise room rates. Subsequently, the assumed hotel development is forecast to cause the aggregate (market) occupancy of the competitive hotels to decline to 80 percent in 2018 and 75 percent thereafter.

Estimated Growth In Lodging Supply and Demand Market Area: Calabasas, California										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	Compound Annual Growth (2014-2022)
<b>Commercial</b>		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Gross Demand	416,300	433,000	450,300	468,300	486,800	506,000	526,000	546,800	568,400	
Less: Unsatisfied Demand	44,600	65,000	75,000	85,000	60,000	35,000	27,000	16,000	5,000	
Net Demonstrated Demand	371,700	368,000	375,300	383,300	426,800	471,000	499,000	530,800	563,400	
Plus: Induced Demand	0	0	0	0	0	0	0	0	0	
<b>TOTAL DEMAND: Commercial</b>	371,700	368,000	375,300	383,300	426,800	471,000	499,000	530,800	563,400	<b>5.3%</b>
Growth over Previous Year		-1.0%	2.0%	2.1%	11.3%	10.4%	5.9%	6.4%	6.1%	
% of Total Market Demand	77%	77%	78%	78%	79%	79%	79%	80%	80%	
<b>Leisure</b>		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
Gross Demand	115,800	118,100	120,500	122,900	125,400	127,900	130,500	133,100	135,800	
Less: Unsatisfied Demand	5,500	8,500	12,000	15,000	13,000	9,000	6,000	2,000	1,000	
Net Demonstrated Demand	110,300	109,600	108,500	107,900	112,400	118,900	124,500	131,100	134,800	
Plus: Induced Demand	0	0	0	0	2,000	3,900	4,300	4,900	5,500	
<b>TOTAL DEMAND: Leisure</b>	110,300	109,600	108,500	107,900	114,400	122,800	128,800	136,000	140,300	<b>3.1%</b>
Growth over Previous Year		-0.6%	-1.0%	-0.6%	6.0%	7.3%	4.9%	5.6%	3.2%	
% of Total Market Demand	23%	23%	22%	22%	21%	21%	21%	20%	20%	
<b>TOTAL MARKET DEMAND</b>										
Total Gross Demand	532,100	551,100	570,800	591,200	612,200	633,900	656,500	679,900	704,200	
Less: Unsatisfied Demand	50,100	73,500	87,000	100,000	73,000	44,000	33,000	18,000	6,000	
Total Net Demonstrated Demand	482,000	477,600	483,800	491,200	539,200	589,900	623,500	661,900	698,200	
Plus: Induced Demand	0	0	0	0	2,000	3,900	4,300	4,900	5,500	
<b>TOTAL MARKET DEMAND</b>	482,000	477,600	483,800	491,200	541,200	593,800	627,800	666,800	703,700	<b>4.8%</b>
Growth over Previous Year		-0.9%	1.3%	1.5%	10.2%	9.7%	5.7%	6.2%	5.5%	
<b>ANNUAL SUPPLY (room nights)</b>	585,460	585,460	585,460	585,460	675,980	796,430	832,930	887,680	942,430	<b>6.1%</b>
Growth over Previous Year	13.2%	0.0%	0.0%	0.0%	15.5%	17.8%	4.6%	6.6%	6.2%	
<b>MARKET OCCUPANCY</b>	<b>82%</b>	<b>82%</b>	<b>83%</b>	<b>84%</b>	<b>80%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	

By 2018, many of the existing competitive hotels will have aged properties and a few will have dated designs. In similar markets, the new and renovated hotels typically outperform the older properties. Thus, the average occupancies forecast in this market should be a blend of higher occupancies among the new and renovated hotels and lower occupancies in the older, dated properties.

## THE PROPOSED HOTEL

Presented herein are details concerning the assumed physical facilities and services of the Proposed Hotel.

### ***Hotel Concept***

The recent recession has had a significant influence on the lodging preferences of corporate travelers, as most corporations instituted a variety of economizing programs, and travel costs were a main focus. Many corporations began to require that their employees stay at select-service hotels rather than the more expensive full-service ones. Whereas most full-service hotels charge for Internet, parking, and other amenities, these services are complimentary at most select-service properties. Moreover, most limited-service hotels also offer a complimentary breakfast. Also, access is usually more convenient as the parking provided by select-service and limited-service hotels is usually in at-grade lots near the lobby or another entrance to the hotel.

Medium-sized businesses dominate the office market in Calabasas, Agoura Hills, and Westlake Village. Consequently, these firms have little need for the large ballrooms of full-service hotels. If they do, hotels such as the Marriott in Woodland Hills and the Sheraton in Agoura Hills are available.

The fading appeal of full-service hotels and their high development costs have drastically slowed the pace of their development. In recent years, only a very few full-service hotels have been constructed, and most of these were in inner-city locations and some received public subsidies.

The underlying advantages of select-service and limited-service hotels and their significant popularity among both commercial and leisure travelers suggest that this type of hotel would be the optimal hotel concept for the Hotel Site. Moreover, the site and zoning constraints of the Hotel Site limit the number of hotel rooms that can be developed. Accordingly, the development of a 120-room select-service or limited-service hotel that would be affiliated with a major hotel chain and would open January 1, 2018 is assumed hereinafter.

### ***Proposed Facilities***

**Guest Rooms.** For the purposes of this study, it is assumed that the Proposed Hotel would have 100 standard guest rooms and 20 suites.

**Public Areas.** It is assumed that the hotel lobby would contain the front desk, various seating areas, a small multi-purpose function room, a snack and sundry shop, and a business alcove with computers for the use of hotel guests. Recreation amenities should include an outdoor pool, a whirlpool spa, a large fitness room, and an outdoor patio area.

## ESTIMATED PERFORMANCE OF THE PROPOSED HOTEL

### ***Market Penetration Methodology***

The purpose of a market penetration analysis is to provide the framework for estimates of the occupancy, average room rate, and other measures of the market performance of a hotel. The market penetration analysis applied herein uses the concept of fair share and market penetration. In this analysis technique, a hotel is evaluated compared to its competition, and its potential market share is calculated on the basis of its relative appeal. A hotel's "fair share" of market demand is said to be equal to its share of supply, i.e., a 100-room hotel in a market of 1,000 rooms would have a fair share equal to ten percent. A market penetration of 100 percent indicates a property is capturing its fair share. Market penetration in excess of 100 percent indicates a hotel is performing better than the weighted average of the competition, and the converse applies to a hotel realizing a lower penetration rate.

### ***Market Position***

The Proposed Hotel would compare to its competitors as follows:

**Relationship to Demand Generators:** A secondary concentration of office and other commercial land uses extends westward from the vicinity of the Hotel Site for approximately one mile. The Proposed Hotel would be the nearest major lodging option to the businesses in this area, of which the most noteworthy is the headquarters of the Cheesecake Factory restaurant chain. The Proposed Hotel, which would be approximately six miles west of Warner Center; would be nearer this major office zone than the four competitive hotels in Agoura Hills and Westlake Village, but farther than the five competitive hotels in Woodland Hills and Calabasas.

**Access and visibility:** The Proposed Hotel would enjoy very good access from US-101, but most competitors are also near this major highway. The one significant exception is the Marriott Woodland Hills, which is one mile north of US-101.

**Neighborhood:** The Hotel Site is near three shopping centers that contain several restaurants and other visitor-serving land uses. Most of the competitive hotels are in similar neighborhoods.

**Facilities:** The Proposed Hotel would have new facilities, which would provide it some competitive advantages over all of the existing competitive hotels. In particular, it would have the contemporary décor that is required of almost all new hotel brands.

**Pricing:** In consideration of its geographic attributes, it is assumed that the Proposed Hotel would command room rates that are slightly lower than similar hotels in Woodland Hills but comparable to hotels in Calabasas and Agoura Hills.

On the whole, the Proposed Hotel would have attributes that suggest that its market penetration should be near its fair share of 100 percent.

### **Estimated Occupancy**

A quantitative analysis of the estimated market penetration of the Proposed Hotel by market segment is presented in the table below.

<b>PENETRATION ANALYSIS: PROPOSED HOTEL</b>					
<b>Year:</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>ANNUAL SUPPLY (room nights)</b>	675,980	796,430	832,930	887,680	942,430
<b>ROOMS IN PROPOSED HOTEL</b>	120	120	120	120	120
<b>FAIR SHARE OF SUPPLY</b>	6.5%	5.5%	5.3%	4.9%	4.6%
<b>Commercial</b>					
Total Demand	426,800	471,000	499,000	530,800	563,400
Fair Share of Demand	27,654	25,903	26,240	26,191	26,184
Penetration Rate	85%	95%	100%	100%	100%
Demand Captured	23,500	24,600	26,100	26,200	26,300
% of Total Demand Captured	78%	78%	79%	79%	80%
<b>Leisure</b>					
Total Demand	114,400	122,800	128,800	136,000	140,300
Fair Share of Demand	7,413	6,753	6,773	6,711	6,521
Penetration Rate	90%	100%	102%	102%	102%
Demand Captured	6,700	6,800	6,900	6,800	6,700
% of Total Demand Captured	22%	22%	21%	21%	20%
<b>TOTAL MARKET DEMAND</b>					
Total Demand	541,200	593,800	627,800	666,800	703,700
Fair Share of Demand	35,067	32,656	33,013	32,901	32,705
Penetration Rate	86%	96%	100%	100%	101%
Demand Captured	30,200	31,400	33,000	33,000	33,000
<b>ESTIMATED HOTEL OCCUPANCY</b>	<b>69%</b>	<b>72%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>
<b>MARKET OCCUPANCY</b>	<b>80%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>

As indicated in this table, the occupancy of the Proposed Hotel is forecast to be 69 percent in 2018, but then increase to 72 percent in 2019 and 75 percent in succeeding years. The penetration rate is estimated to increase from 86 percent in 2018 to 96 percent in 2019 and 100 percent thereafter. As with most new hotels, the occupancy was forecast to be lower in the first two years of its operation due to the start-up problems associated with an uncertain opening date, construction re-work, and the marketing required to establish a market presence.

### **Estimated Average Room Rate**

An estimate of the average room rate (ADR) of the Proposed Hotel in current (2015) dollars by market segment and by type of guest room is presented in the table on the following page.

<b>PROPOSED HOTEL: ESTIMATED AVERAGE ROOM RATE</b>					
<b>At a Stabilized Occupancy of 75 Percent</b>					
<b>In a Representative Year (in current dollars)</b>					
<b>Room Type:</b>	<b>Standard Rooms (100)</b>		<b>Suites (20)</b>		<b>Average Rate</b>
	<b>Weekday</b>	<b>Weekend</b>	<b>Weekday</b>	<b>Weekend</b>	
<b>Commercial</b>					
Percent of Segment Demand	73.0%	10.0%	15.0%	2.0%	100.0%
Estimated Room Nights	19,126	2,620	3,930	524	26,200
Estimated Rate	\$150.00	\$120.00	\$170.00	\$140.00	\$149.80
Rooms Revenue	\$2,868,900	\$314,400	\$668,100	\$73,360	\$3,924,760
<b>Leisure</b>					
Percent of Segment Demand	25.0%	50.0%	10.0%	15.0%	100.0%
Estimated Room Nights	1,700	3,400	680	1,020	6,800
Estimated Rate	\$155.00	\$120.00	\$175.00	\$140.00	\$137.25
Rooms Revenue	\$263,500	\$408,000	\$119,000	\$142,800	\$933,300
<b>SUMMARY</b>					
Total Estimated Rooms Revenue	\$3,132,400	\$722,400	\$787,100	\$216,160	\$4,858,060
Total Estimated Room Nights	20,826	6,020	4,610	1,544	33,000
Estimated Average Daily Rate	\$150.41	\$120.00	\$170.74	\$140.00	<b>\$147.21</b>
				<b>Rounded to:</b>	<b>\$147.00</b>

The average room rate of the Proposed Hotel is estimated to be \$147 in 2015 dollars, which is equivalent to the projected average of the nine competitive hotels in 2015. This estimated ADR was then adjusted by an inflation rate of 2.5 percent per annum to arrive at the estimated ADR in nominal dollars in the five years subsequent to the assumed opening of the hotel. In addition, the ADR was discounted by four percent in 2018 and one percent in 2019 to reflect the introductory rates that are typical of a new hotel. The final estimates of the ADRs of the Proposed Hotel were rounded to the nearest fifty cents.

<b>ESTIMATED ADR: PROPOSED HOTEL</b>				
<u>Year</u>	<u>Inflated Rate</u>	<u>Discount Factor</u>	<u>Adjusted Rate</u>	<u>Rounded (50 cents)</u>
2015	\$147.00			
2016	\$150.68			
2017	\$154.44			
2018	\$158.30	(4.0%)	\$151.97	\$152.00
2019	\$162.26	(1.0%)	\$160.64	\$160.50
2020	\$166.32	0.0%	\$166.32	\$166.50
2021	\$170.47	0.0%	\$170.47	\$170.50
2022	\$174.74	0.0%	\$174.74	\$174.50

Source: Kallenberger Jones & Co.

DEC 23 2015

## MEMORANDUM

<b>TO:</b>	Joe Power Rincon Consultants, Inc.	<b>DATE:</b>	December 23, 2015
<b>FROM:</b>	Roger Dale The Natelson Dale Group, Inc. (TNDG)	<b>FILE:</b>	#4055
<b>SUBJECT:</b>	<b>Canyon Oaks Project – Summary of Financial Analysis of Rejected Project Alternatives</b>		

This document summarizes the structure, content, assumptions, and other technical details for the tables and appendices included in this document, which are summaries of an electronic spreadsheet prepared by TNDG. The spreadsheet was prepared in coordination with Rincon Consultants, Inc. with the intent of providing the City of Calabasas (City) with a review of the financial feasibility of certain alternative development scenarios for the site considered in the EIR but previously rejected based on indications of impracticality or infeasibility (Alternatives 3A and 3B are not included in this analysis because they were rejected for reasons other than financial feasibility). Six separate scenarios were evaluated, in addition to the Proposed Project, involving residential and hotel uses in either stand-alone-residential configurations or combinations of residential and hotel uses.

#### Summary of analysis findings

The analysis results are summarized on Table 1. Alternatives 1A through 1E are financially infeasible, based on a Percent Return on Costs figure that is either negative or below what a prudent investor would accept for these types of projects, based on the analysis concept applied. Alternative 2 is theoretically feasible, but the return on the project is considerably below that of the Proposed Project, and given the factors noted below would likely be infeasible by prevailing real estate investment standards. Specifically, the figures for Percent Return on Costs must be viewed in terms of the following qualifiers:

- The pro forma analyses are simplified, static models of potential project performance, using, except as described above, an independent-party approach to the assessment of feasibility, involving industry standard figures in lieu of actual factors and assumptions of conditions under which the projects have successfully concluded their introductions into the marketplace.
- As static models, the pro formas do not reflect the considerable costs (including discounted future receipts) involved in the passage of time from when project costs begin to be incurred to the conclusion of sales or the achievement of full operating revenues in the case of the hotel.

#### Modeling structure, assumptions, limitations, and other considerations

The development programs upon which the pro forma models are based, and analysis results, are summarized in Appendix A. The input factors (e.g. room rate, unitized construction cost, etc. by use type) that apply to the development alternatives are shown on Table 2. Costs and other inputs were applied to specific housing product types, and costs for parking garages and special site-development elements (e.g. soil removal and retaining walls) were included for relevant alternatives using costs as supplied by The New Home Company (Developer) or Rincon. Costs for the special site development elements were allocated to the different land uses based on estimates of the site area dedicated to each use. The feasibility of the hotels was analyzed using a special set of program requirements as conveyed

to TNDG: The quality of the hotel is defined as that of a four-star facility; however, the room rates achievable for a hotel at this location are considerably less than the rates associated with a four-star hotel. Hotels of both 100 and 120 rooms were programmed within certain alternatives.

Costs per square foot for affordable units are assumed to be similar to those of market-rate units. Allowable sales prices were estimated using a sub-model incorporating data from the Los Angeles County Affordable Housing Program, with figures for housing cost limits applicable to very low income households. Affordable units' special site development costs, and other development costs less sales revenues, are transferred to market units. With this approach, there is no "revenue" from affordable units, and affordable housing "costs," reduced by revenues for those units, become an additional cost to market-rate units.

No analysis of market conditions was performed by TNDG for any of the uses shown in the pro forma models. The input values applied in the models assume projects that are successfully competitive within the market area. This approach was in keeping with the fact that the analysis process was defined at the outset as being relatively general in nature.

A single measure of the relative financial feasibility of the alternatives, the percentage return on total costs, including a given land cost for the site, was generated for the total project – the sum of housing sales (including the affordable units with costs and revenues incorporated into the analysis as described above) and the theoretical value of the hotel. For the hotels, the development costs, including land, when subtracted from the value of the project upon completion and stabilized occupancy, represent the theoretical return on the project investment. The hotel value is the theoretical sale price based on capitalization of annual net operating income (potential room rental income, less a vacancy factor, less an operating expense factor). The hotel capitalization rate (cap rate) used is a figure associated with that particular use. For the (market) residential components, revenues are based on the target price assumed for each of the housing product types. Target prices were taken largely from the Developer. (TNDG estimated one of the values based on a linear interpolation of other, given, price/size assumptions.)

Development costs for all uses include hard construction costs and a factor for soft costs associated with the development process. The model's residential and hotel components incorporate an allocation of special site costs, applicable to the entire project, to the market residential units and the hotel. This allocation is based on the estimated site area dedicated to each component. (Note however that the feasibility of individual uses is not specifically included in the analysis, so this allocation is for information only.)

Secondary data sources were used to generate estimates of cost, income, operating factors, and cap rates, including RS Means online estimating tools (construction costs), published real estate reports from major brokerage companies, the National Association of Homebuilders, HVS Global Hospitality Services, and TNDG's internal database of similar research.

TNDG prepared this analysis using assumptions and data inputs that appeared to be reasonable at the time; however, these kinds of models are inherently sensitive to varying factors, including changes in market conditions over time, and different opinions and assumptions that developers and other analysts bring to the exercise.

**Table 1. Executive Summary of Analysis Results**

Variable	Alternative 1A	Alternative 1B	Alternative 1C	Alternative 1D	Alternative 1E	Alternative 2	Proposed Project
Land area (SF)	328,878	468,270	328,878	328,878	328,878	696,960	694,346
Total cost, hard & soft, and in-lieu fees	\$70,445,270	\$73,147,520	\$53,937,150	\$11,416,240	\$12,910,220	\$71,156,858	\$63,660,278
Sales total (residential); capitalized value/sale price (hotel)	\$83,392,325	\$83,392,325	\$62,320,000	\$21,600,000	\$24,700,000	\$103,508,790	\$103,508,790
Actual land cost	\$10,758,411	\$10,758,411	\$10,758,411	\$10,758,411	\$10,758,411	\$10,758,411	\$10,758,411
Total costs, hard, soft, and land	\$81,203,681	\$83,905,931	\$64,695,561	\$22,174,651	\$23,668,631	\$81,915,269	\$74,418,689
Project net receipts after costs	\$2,188,644	-\$513,606	-\$2,375,561	-\$574,651	\$1,031,369	\$21,593,521	\$29,090,101
Percent return on costs	2.7%	-0.6%	-3.7%	-2.6%	4.4%	26.4%	39.1%

**Table 2. Key Input Values**

Land Use Type	SF Residential	SF Residential	SF Residential, Typical	MF Residential	Affordable, MF	Afford. duplex	Hotel, small	Large hotel	All Uses
Average unit size	6000	4000	2872	2000	2000	1237			
<b>COST FACTORS</b>									
Shell and interior improvements building cost total (per square foot)	\$92.00	\$97.00	\$105.00	\$165.00 *	\$160.00	\$160.00	\$345.00	\$345.00	
Site/offsite development factor									5.0%
Total bldg. (incl. site/offsite factor)	\$96.60	\$101.85	\$110.25	\$173.25	\$168.00	\$168.00	\$362.25	\$362.25	
Soft cost factor	20%	20%	20%	20%	20%	20%	25%	25%	
<b>FINANCIAL FACTORS</b>									
Intended price ceiling	\$1,800,000	\$1,300,000	\$1,050,000	\$820,000	[in model]	[in model]			
Source of pricing	Developer	Developer	Developer	Trend line using other price targets	Sub-model with data from L.A. County Affordable Housing Program	City ests.	City ests.	City ests.	
Room Rates							\$147.00	\$147.00	
Vacancy Factor							25%	25%	
Operating/leasing Expense Factor							48.5%	48.5%	
Capitalization Rate							7.5%	7.5%	
Actual land value									\$10,758,411

\* Cost figure does not include underground parking, which is covered separately in the model, and equates to \$205/SF.

**Appendix A. Model Summary, Alternatives 1A through 1C**

PROGRAM	Alternative 1A				Alternative 1B				Alternative 1C			
	MF afford. units	Market Multifamily	Hotel	Total Project	MF afford. units	Market Multifamily	Hotel	Total Project	MF afford. units	Market Multifamily	Hotel	Total Project
Land uses												
Land area (SF)	N/A	251,907	76,971	328,878	N/A	346,520	121,750	468,270	N/A	328,878		328,878
Number of units/rooms	4	68	100		4	68	100		N/A	76		
Average unit size	2,000	2,000	N/A		2,000	2,000	N/A		2,000	2,000		
<b>COSTS</b>												
Total residential cost/sf (incl. extra costs)	\$201.60	\$318.74	N/A		\$201.60	\$334.27	N/A		\$201.60	\$354.85		
Total building cost	\$1,344,000	\$23,562,000	\$15,939,000	\$40,845,000	\$1,344,000	\$23,562,000	\$15,939,000	\$40,845,000	\$1,344,000	\$26,334,000		\$27,678,000
Total parking cost	\$0	\$5,724,590	\$3,975,410	\$9,700,000	\$0	\$5,724,590	\$3,975,410	\$9,700,000	\$0	\$9,700,000		\$9,700,000
Landslide repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Soil export	\$0	\$4,902,315	\$1,722,435	\$6,624,750	\$0	\$6,049,500	\$2,125,500	\$8,175,000	\$0	\$6,624,750		\$6,624,750
Retaining walls	\$0	\$1,369,000	\$481,000	\$1,850,000	\$0	\$1,901,800	\$668,200	\$2,570,000	\$0	\$1,850,000		\$1,850,000
Residential elevators	\$0	\$720,000	\$0	\$720,000	\$0	\$1,080,000	\$0	\$1,080,000	\$0	\$960,000		\$960,000
Affordable units costs minus sales (2)		\$1,069,600				\$1,069,600				\$1,069,600		
Sub-total hard costs	\$1,344,000	\$37,347,505	\$22,117,845	\$59,465,350	\$1,344,000	\$39,387,490	\$22,708,110	\$62,095,600	\$1,344,000	\$46,538,350		\$46,538,350
Total cost, hard & soft	\$1,612,800	\$43,348,823	\$27,096,447	\$70,445,270	\$1,612,800	\$45,460,808	\$27,686,712	\$73,147,520	\$1,612,800	\$53,937,150		\$53,937,150
Affordable housing in-lieu fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>FINANCIAL FACTORS</b>												
Affordable unit average price	\$135,800				\$135,800				\$135,800			
Est. Sales price/sf	\$67.90				\$67.90				\$67.90			
Gross sale income (or hotel annual receipts)	\$543,200	\$55,760,000	\$4,024,125		\$543,200	\$55,760,000	\$4,024,125		\$543,200	\$62,320,000		\$0
Net Operating Income			\$2,072,424				\$2,072,424					
Sales total (residential); capitalized value/sale price (hotel)	N/A	\$55,760,000	\$27,632,325	\$83,392,325	N/A	\$55,760,000	\$27,632,325	\$83,392,325	N/A	\$62,320,000		\$62,320,000
Actual land cost				\$10,758,411				\$10,758,411				\$10,758,411
Total costs, hard, soft, and land				\$81,203,681				\$83,905,931				\$64,695,561
Project net receipts after all costs				\$2,188,644				-\$513,606				-\$2,375,561
Percent return on costs				2.7%				-0.6%				-3.7%

**Appendix A, cont'd. Model Summary, Alternatives 1D, 1E, 2, and the Proposed Project**

Variables	Alt. 1D			Alt. 1E			Alternative 2			Proposed Project		
	Single Family Residential	Single Family Residential	Single Family Residential (1)	Duplex afford. units	Single Family Residential (1)	Hotel	Total Project	Duplex afford. units	Single Family Residential (1)	Hotel	Total Project	
PROGRAM												
Land uses												
Land area (SF)	328,878	328,878	328,878	N/A	570,200	126,760	696,960	N/A	567,587	126,760	694,346	
Number of units/rooms	12	19	19	4	67	120	120	4	67	120	120	
Average unit size	6,000	4,000	4,000	1,237	2,872	N/A		1,237	2,872	N/A		
<b>COSTS</b>												
Total residential cost/sf (incl. extra costs)	\$158.56	\$169.87	\$169.87	\$201.60	\$177.22	N/A		\$201.60	\$167.10	N/A		
Total building cost	\$6,955,200	\$7,740,600	\$7,740,600	\$831,264	\$21,214,746	\$23,242,685	\$45,288,695	\$831,264	\$21,214,746	\$24,095,421	\$46,141,431	
Total parking cost	\$0	\$0	\$0	\$0	\$0	\$4,950,000	\$4,950,000	\$0	\$0	\$0	\$0	
Landslide repair	\$0	\$0	\$0	\$0	\$6,218,233	\$1,382,357	\$7,600,590	\$0	\$6,213,029	\$1,387,561	\$7,600,590	
Soil export	\$470,000	\$584,000	\$584,000	\$0	\$1,943,047	\$431,953	\$2,375,000	\$0	\$0	\$0	\$0	
Retaining walls	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Residential elevators	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Affordable units costs minus sales (2)					\$482,717			\$0	\$482,717	\$0	\$0	
Sub-total hard costs	\$9,275,200	\$10,174,600	\$10,174,600	\$831,264	\$29,858,742	\$30,006,995	\$59,865,737	\$831,264	\$27,910,492	\$25,482,982	\$53,393,474	
Total cost, hard & soft	\$10,666,240	\$11,722,720	\$11,722,720	\$997,517	\$34,101,692	\$37,055,166	\$71,156,858	\$997,517	\$32,153,441	\$31,506,837	\$63,660,278	
Affordable housing in-lieu fees	\$750,000	\$1,187,500	\$1,187,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>FINANCIAL FACTORS</b>												
Affordable unit average price				\$128,700				\$128,700				
Est. Sales price/sf				\$104.04				\$104.04				
Gross sale income (or hotel annual receipts)	\$21,600,000	\$24,700,000	\$24,700,000	\$514,800	\$70,350,000	\$4,828,950		\$514,800	\$70,350,000	\$4,828,950		
Net Operating Income						\$2,486,909				\$2,486,909		
Sales total (residential); capitalized value/sale price (hotel)	\$21,600,000	\$24,700,000	\$24,700,000	N/A	\$70,350,000	\$33,158,790	\$103,508,790	N/A	\$70,350,000	\$33,158,790	\$103,508,790	
Actual land cost	\$10,758,411	\$10,758,411	\$10,758,411									
Total costs, hard, soft, and land	\$22,174,651	\$23,668,631	\$23,668,631									
Project net receipts after all costs	-\$574,651	\$1,031,369	\$1,031,369									
Percent return on costs	-2.6%	4.4%	4.4%				26.4%				39.1%	

1. Building area does not include garage space.

2. Affordable units' extra costs, and other development costs less sales revenues, are transferred to market units. With this approach, there is no "revenue" from affordable units, and affordable housing "costs," reduced by revenues, become an additional cost to market-rate units.

3. Summations across columns can differ by row; for example, sums of most costs (other than "Total Building Cost") do not include figures for affordable units, as these are included in the figures for market units.

RECEIVED

DEC 24 2015

MEMORANDUM

<b>TO:</b>	Joe Power Rincon Consultants, Inc.	<b>DATE:</b>	December 22, 2015
<b>FROM:</b>	Roger Dale The Natelson Dale Group, Inc. (TNDG)	<b>FILE:</b>	#4055
<b>SUBJECT:</b>	<b>Canyon Oaks Project – Summary of Peer Review of Hotel Market Study</b>		

**Scope of Assignment**

Per your request, TNDG has reviewed the applicant-submitted market study for the proposed hotel component of the Canyon Oaks Project<sup>1</sup>. This memorandum provides a summary of our review of the market study.

In addition to verifying the reasonableness of the study’s methodology and conclusions, a key purpose of the peer review was to assess the extent to which the market study addresses CEQA-relevant issues raised in the DEIR public comments. In particular, two of the comment letters (Letter 20 and Letter 31) raise concerns about the market feasibility of the hotel and its potential to cause negative competitive impacts to existing hotels in the market area. These types of potential impacts are relevant to CEQA to the extent that they would result in *physical* changes in the market area such as blighting or “urban decay.”

**Factors Reviewed**

In reviewing the applicant’s market study, TNDG considered the following elements of the methodology:

- Delineation of the geographic market area or “region” considered in the analysis;
- Data sources utilized;
- Evaluation of the competitive inventory of existing hotels;
- Discussion of the site-specific attributes of the subject property;
- Methodology for forecasting future growth in hotel demand;
- Overall documentation and defensibility of assumptions, etc.

**Peer Review Conclusions**

Based on the peer review, TNDG believes that the overall methodology of the study is sound, well documented and consistent with industry standards. The report makes a solid case for the market feasibility of the proposed project. Key market trends summarized in the report include the following:

---

<sup>1</sup> “Market Study: A Proposed Hotel in Calabasas, CA” dated October 2015 and prepared by Kallenberger Jones & Co.

- Overall occupancy rate for the defined market area is healthy (nearly 84% year-to-date) and has increased steadily over the past 6 years.
- Average daily rates (ADR) have also increased steadily over the past 6 years. The average room rate has increased from \$119.83 in 2010 to \$148.01 in 2015 (YTD), representing a 24% increase.
- Revenue per available room ("RevPAR") – an important hotel industry metric which shows the combined effects of occupancy and room rates has increased from \$78.78 in 2010 to \$124.10 in 2015 (YTD). This represents an increase of 58%.

Strong performance relative to the hotel industry's three key metrics – occupancy rates, ADR and RevPar – is generally recognized as an indication that demand in a market area is sufficient to support additional hotel facilities. Although the equilibrium occupancy rate (i.e. the occupancy level at which it is possible for hotels to maintain feasible operations) varies depending on the market/region, a general rule of thumb is that a market area in which the overall occupancy level exceeds 70% is poised to accommodate new hotel development. Thus, at nearly 84%, the current overall occupancy rate for the evaluated market area suggests that there is significant residual demand for new facilities.

The report forecasts that the proposed project would achieve a stabilized occupancy rate of 75% and an average daily rate (in 2015 dollars) of \$147.00. Based on the data and analysis presented, TNDG believes that this is a realistic projection and that it confirms that market demand/need for the proposed project.

#### **CEQA-related Issues**

As noted previously, two of the DEIR comment letters (Letter 20 and Letter 31) raise concerns about the potential of the proposed hotel to cause negative competitive impacts to existing hotels in the market area. Per Section 15131(b) of the CEQA Guidelines, a project's competitive economic impacts in a community or region are considered significant only if they can be tied to direct physical changes ("urban decay") in the impact area. In the case of hotel development, if a proposed project were to result in the closure of one or more existing competing hotels, this competitive effect would not in and of itself constitute urban decay. CEQA does not trigger an automatic presumption that urban decay will occur as a result of competing businesses being closed/vacated due to a proposed project. In order for a competitive impact to rise to the level of causing urban decay, it would need to cause sustained vacancies that ultimately result in severe physical deterioration of the affected buildings.

For the purposes of EIR analyses, urban decay is typically defined as physical deterioration due to long-term building vacancies that is so prevalent and substantial that it impairs the health, safety, and welfare of the surrounding community. Physical deterioration includes, but is not limited to, abandoned buildings and commercial sites in disrepair, boarded doors and windows, long-term unauthorized use of properties and parking lots, extensive gang or offensive graffiti painted on buildings, dumping of refuse or overturned dumpsters on properties, dead trees or shrubbery, extensive litter, uncontrolled weed

growth, and homeless encampments.

Although the applicant's market study has not been specifically prepared to address the CEQA-related issues raised in the comment letters, TNDG believes that the data and analysis presented in the report are sufficient to make conclusions regarding the potential for the project to cause urban decay.

***As discussed further below, it is TNDG's conclusion that the proposed project would not cause the closure of any existing hotels and therefore would not result in urban decay in the evaluated market area.***

Based on the data and analysis provided, the report projects that the "competitive set" of potentially impacted hotels in the market area would maintain a sustained average occupancy rate of 75% or higher during each year of the forecast horizon, even after taking into consideration the market impact of the proposed project and other pending hotel developments. Given that this projected occupancy rate is well above the industry-standard equilibrium occupancy of approximately 70%, TNDG believes that projected growth in hotel demand will be sufficient to support the proposed project (and other anticipated hotel projects) without causing any existing hotel(s) to close.

It should be noted that the report's "cumulative" analysis (i.e., calculation of the impacts of all planned/proposed hotel projects) is conservative in that it assumes the construction of two hotels (totaling 300 rooms) over and above the specific projects likely to be developed during the forecast horizon.

With regard to potential impacts on existing hotels, DEIR comment Letter 20 specifically raises concerns about the Good Nite Inn. The Good Nite Inn is not included within the "competitive set" of hotels considered in the applicant's feasibility study. The study focuses on the subset of hotels that are likely to be most competitive with the proposed project. TNDG concurs with this aspect of the report methodology and agrees that it is appropriate to segment the existing hotels based on market niche (i.e., price level). Whereas the hotels included in the competitive set are classified (by Smith Travel Research – the primary data source for the analysis) as "upper midscale," "upscale," or "upper upscale" facilities, the Good Nite Inn is classified as an "economy" hotel. Based on this distinction, it can be concluded that the Good Nite Inn serves a different market segment than would be served by the proposed project (which would have average room rates considerably higher than the Good Nite Inn). As such, the Good Nite Inn is unlikely to be significantly impacted (in terms of loss of market share) by the proposed project, especially within an overall market area where there is substantial residual demand for new hotel development.



# ASSOCIATED TRANSPORTATION ENGINEERS

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Since 1978

Richard L. Pool, P.E.  
Scott A. Schell, AICP, PTP

March 8, 2016

10051.01L01

Mr. Joe Power, AICP  
Rincon Consultants  
180 North Ashwood Avenue  
Ventura, CA 93003

## ***SUPPLEMENTAL TRAFFIC ANALYSIS FOR THE CANYON OAKS PROJECT, CITY OF CALABASAS, CALIFORNIA***

ATE has prepared the following supplemental traffic analysis for the Canyon Oaks Project proposed in the City of Calabasas. ATE prepared the traffic study for the project in 2015,<sup>1</sup> with the impact analyses based on traffic counts that were collected at the study-area intersections in 2014.

City staff provided new counts for the study-area intersections that were collected on Wednesday, February 17, 2016 (count data attached for reference). City staff requested that the Existing and Existing + Project levels of service be reevaluated with the 2016 to determine if the findings of the original study would change.

### **2016 Level of Services**

The Existing and Existing + Project levels of service were calculated using the 2016 counts (level of service worksheets attached for reference). Levels of service were calculated for the City intersections using the "Intersection Capacity Utilization" (ICU) methodology. Levels of service for the U.S. 101 freeway interchange intersections were calculated using the Highway Capacity Manual (HCM)<sup>2</sup> methodology pursuant to Caltrans' Guide for the Preparation of Traffic Impact Studies.<sup>3</sup>

<sup>1</sup> Updated Traffic and Circulation Study for the Canyon Oaks Project, Associated Transportation Engineers, June 19, 2015.

<sup>2</sup> Highway Capacity Manual, Transportation Research Board, National Research Council, 2010.

<sup>3</sup> Guide for the Preparation of Traffic Impact Studies, State of California Department of Transportation, December 2002.

Tables 1 and 2 compare the 2016 and 2016 + Project levels of service for the A.M. and P.M. peak hour periods. The tables also show the significance of project-added traffic based on City thresholds.

**Table 1**  
**2016 + Project A.M. Peak Hour Levels of Service**

Intersection	Existing		Existing + Project		Project Added	
	ICU/Delay	LOS	ICU/Delay	LOS	ICU	Impact?
Las Virgenes Rd./Mureau Rd.	0.510	A	0.511	A	0.001	NO
U.S. 101 NB Ramps/Las Virgenes Rd.	20.9 Sec.	C	21.8 sec.	C	0.016	NO
U.S. 101 SB Ramps/Las Virgenes Rd.	11.8 Sec.	B	11.9 Sec.	B	0.014	NO
Las Virgenes Rd./Agoura Rd.	0.614	B	0.656	B	0.042	NO
Lost Hills Rd./Agoura Rd.	0.531	A	0.531	A	0.000	NO

**Table 2**  
**2016 + Project P.M. Peak Hour Levels of Service**

Intersection	Existing		Existing + Project		Project Added	
	ICU/Delay	LOS	ICU/Delay	LOS	ICU	Impact?
Las Virgenes Rd./Mureau Rd.	0.931	E	0.936	E	0.005	NO
U.S. 101 NB Ramps/Las Virgenes Rd.	12.2 Sec.	B	12.5 Sec.	B	0.010	NO
U.S. 101 SB Ramps/Las Virgenes Rd.	17.8 Sec.	B	17.7 Sec.	B	0.012	NO
Las Virgenes Rd./Agoura Rd.	0.631	B	0.692	B	0.061	NO
Lost Hills Rd./Agoura Rd.	0.530	A	0.533	A	0.003	NO

As shown in Tables 1 and 2, most of the study-area intersections operate at LOS C or better based on the new counts collected in February 2016. The addition of project traffic would not impact these intersections. The Las Virgenes Road/Mureau Road intersection operates at LOS E during the P.M. peak hour period based on the 2016 counts. The project would add 0.005 to the ICU at this intersection, which is considered a less than significant impact based on City thresholds (City impact threshold for LOS E operations is an increase of 0.015 or more).

Review of the 2016 count data indicates that U.S. 101 was likely congested in the southbound direction during the P.M. peak hour period on the day that the counts were collected; and that a significant volume of southbound freeway traffic diverted onto the surface street system within Calabasas on that day. Comparison of the 2016 counts with the 2014 counts show an increase of 400-500 vehicles on the surface street route from eastbound Agoura Road to northbound Las Virgenes Road to eastbound Mureau Road. The 2016 counts show about 500 vehicles more for the eastbound through movement on Agoura Road at the Lost Hills Road intersection; and about 400 vehicles more for the northbound right-turn movement on Las Virgenes Road at the Mureau Road intersection.

The higher volume of northbound right-turns at the Las Virgenes Road/Mureau Road intersection recorded in 2016 results in LOS E operations compared to the LOS B operations using the 2014 counts. The LOS E operations at the Las Virgenes Road/Mureau Road intersection is directly related to the increase in northbound right turns (+ 400). Since the City's level of service calculation procedures do not account for right turns that occur on the red phase (right-turns-on-red), all of those right-turns are assumed to require green time and therefore increase the ICU for the intersection – resulting in LOS E operations.

Based on the new traffic counts recorded in 2016, it is recommended that a right-turn overlap phase be installed at the Las Virgenes Road/Mureau Road intersection for the northbound right-turn movement. The right-turn overlap phase would provide a green right-turn arrow indicator that would run concurrent with the westbound left-turn green phase. This improvement would provide LOS C operations during the P.M. peak hour period with the February 2016 counts. The recommended improvement would not be considered a mitigation measure for the Canyon Oaks Project (it does not generate a significant impact at this location), but instead is intended to address the existing deficiency noted with the new traffic count surveys.

This concludes our supplemental traffic analysis for the Canyon Oaks Project proposed in the City of Calabasas.

Associated Transportation Engineers



By: Scott A. Schell, AICP, PTP  
Principal Transportation Planner

SAS/DLD

Attachments

#1

# ITM Peak Hour Summary

Prepared by:

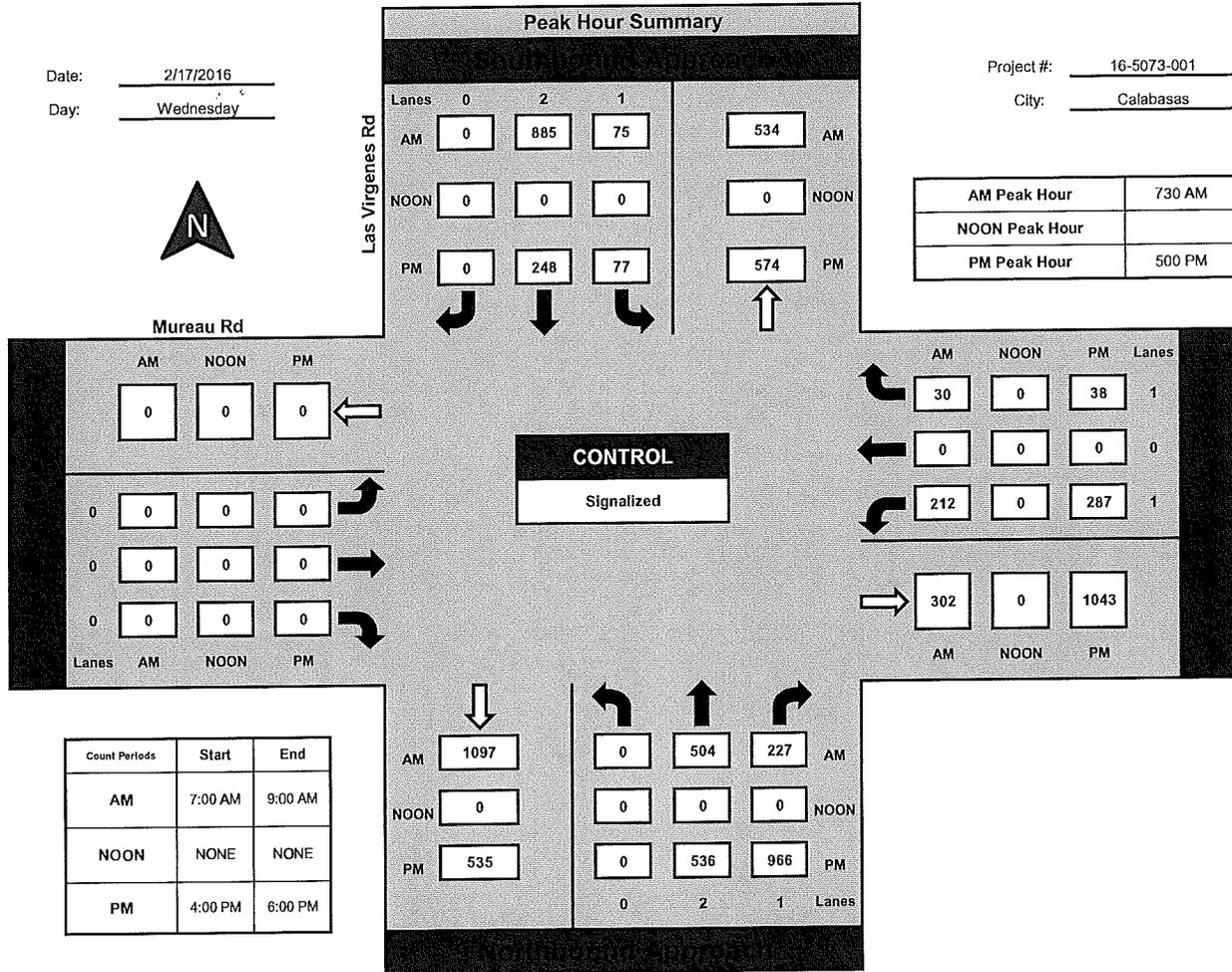


National Data & Surveying Services

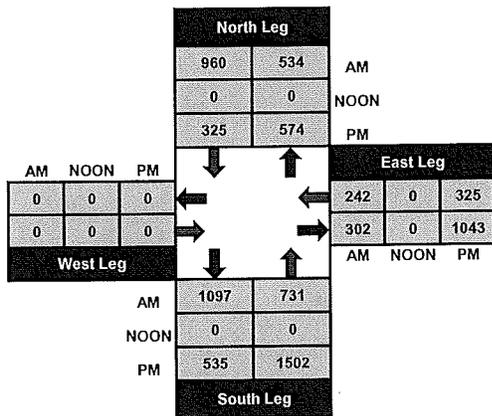
## Las Virgenes Rd and Mureau Rd, Calabasas

Date: 2/17/2016  
Day: Wednesday

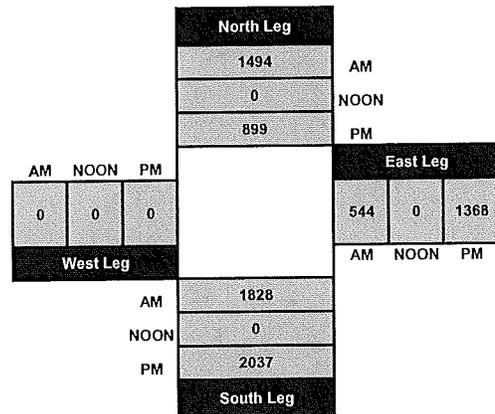
Project #: 16-5073-001  
City: Calabasas



### Total Ins & Outs



### Total Volume Per Leg



# ITM Peak Hour Summary

Prepared by:

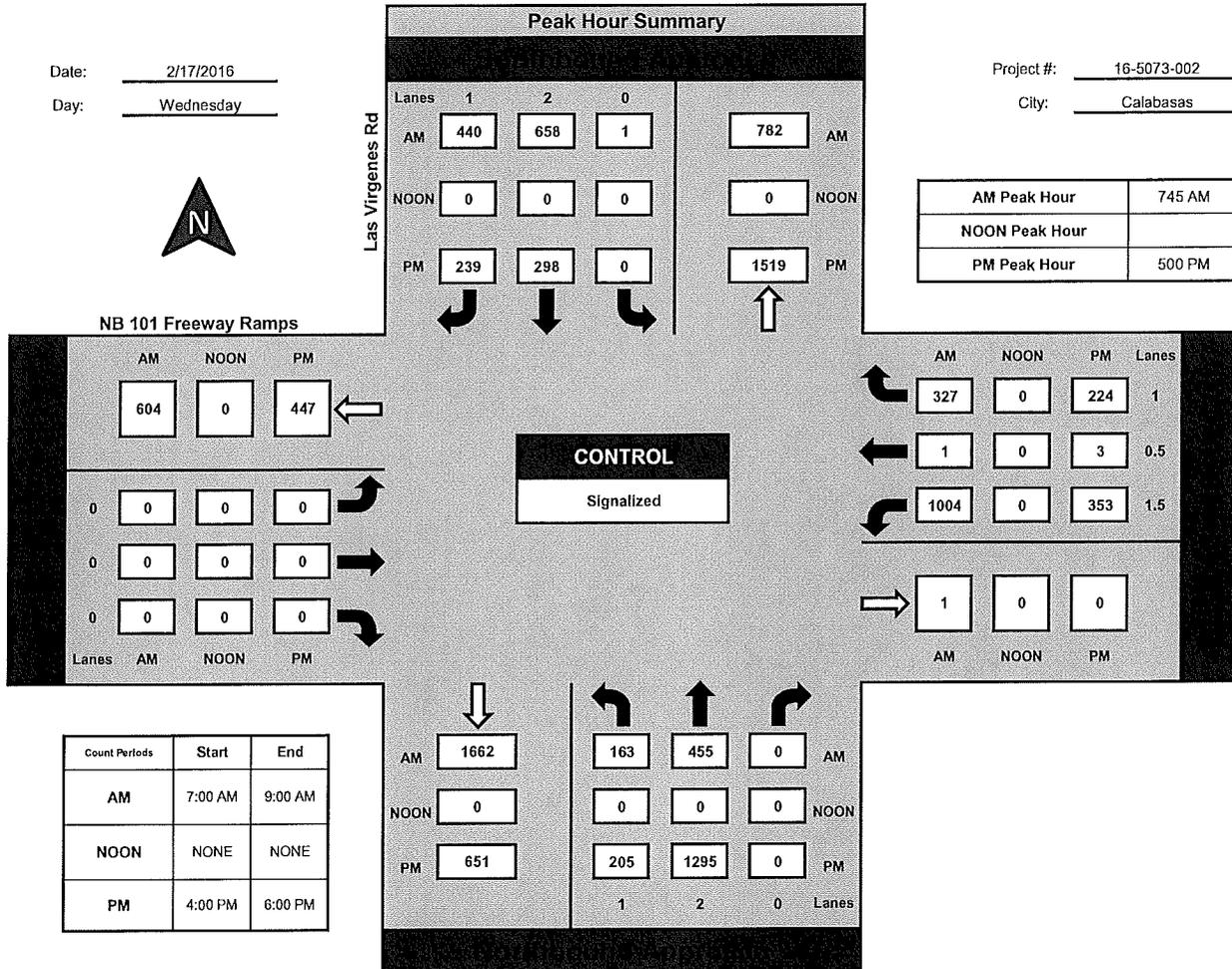


National Data & Surveying Services

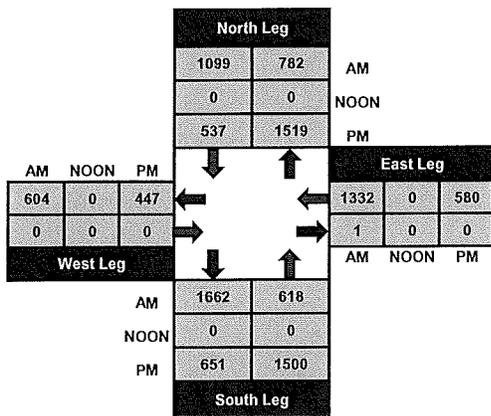
## Las Virgenes Rd and NB 101 Freeway Ramps, Calabasas

Date: 2/17/2016  
Day: Wednesday

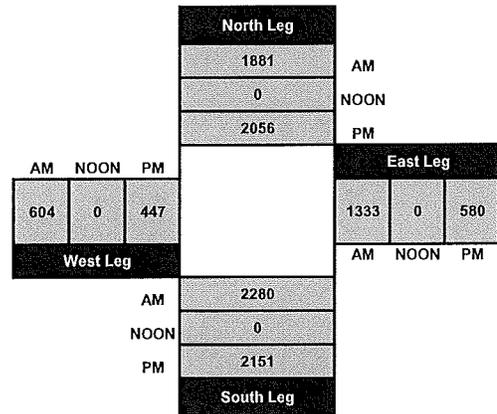
Project #: 16-5073-002  
City: Calabasas



### Total Ins & Outs



### Total Volume Per Leg



# ITM Peak Hour Summary

#3

Prepared by:



National Data & Surveying Services

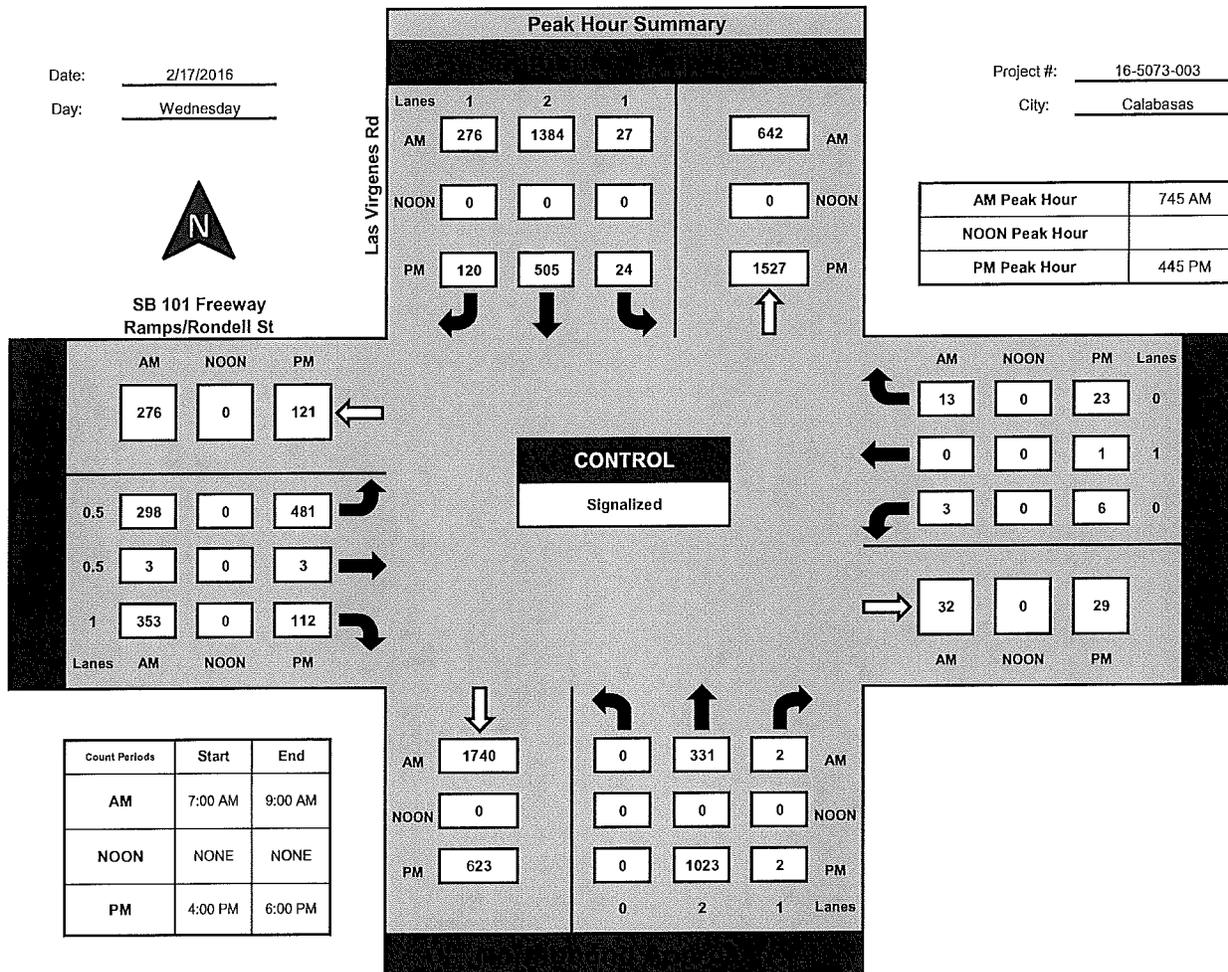
## Las Virgenes Rd and SB 101 Freeway Ramps/Rondell St., Calabasas

Date: 2/17/2016

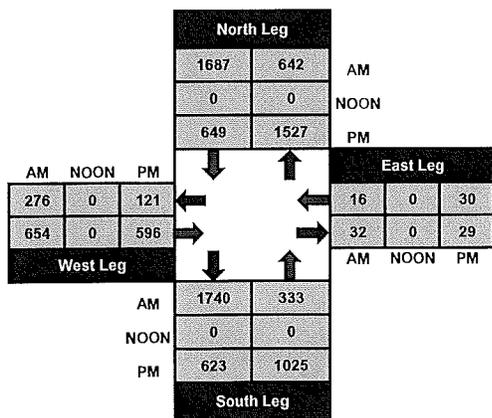
Day: Wednesday

Project #: 16-5073-003

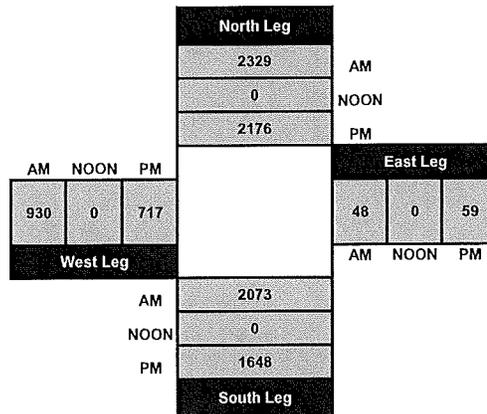
City: Calabasas



### Total Ins & Outs



### Total Volume Per Leg



#4

# ITM Peak Hour Summary

Prepared by:

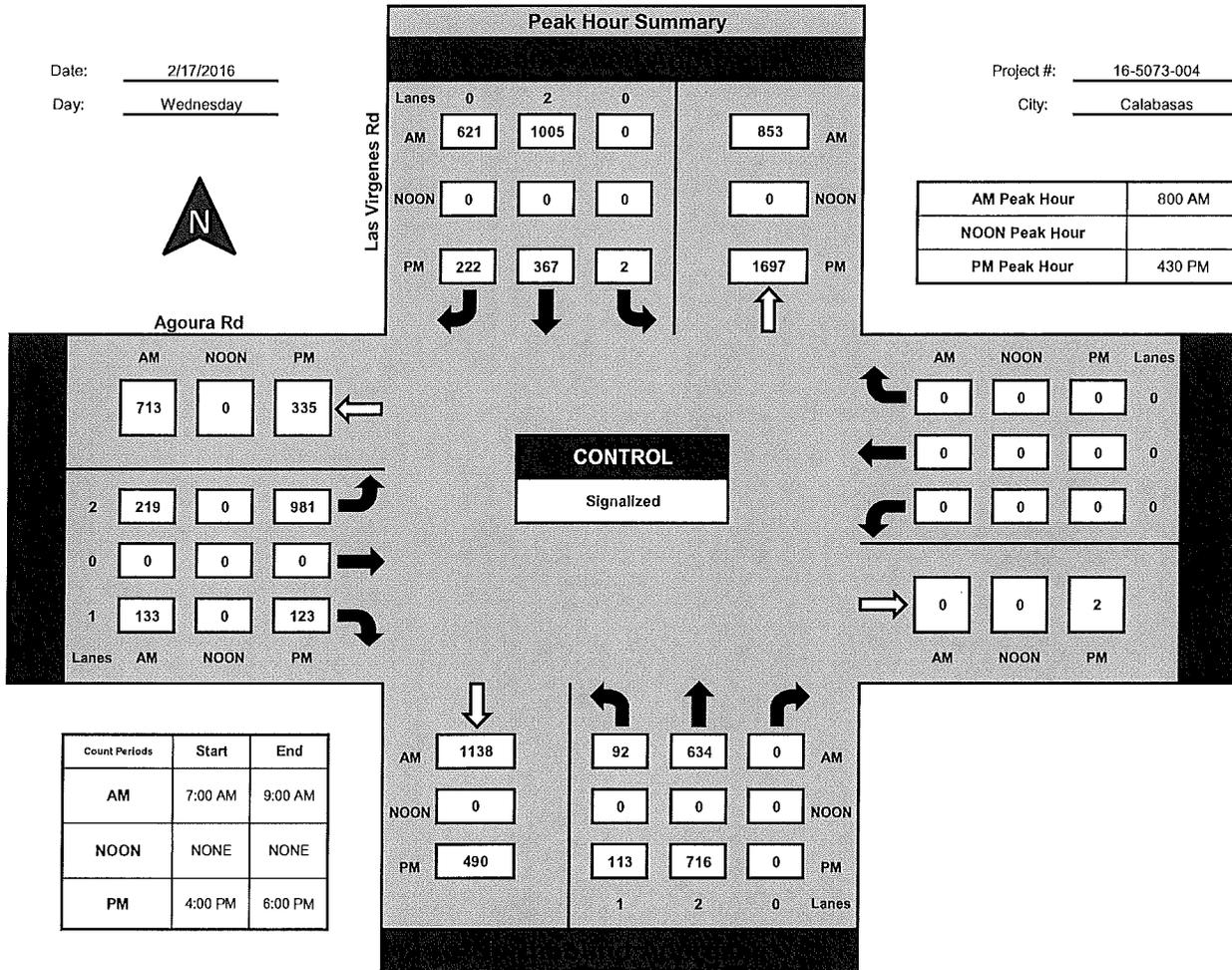


National Data & Surveying Services

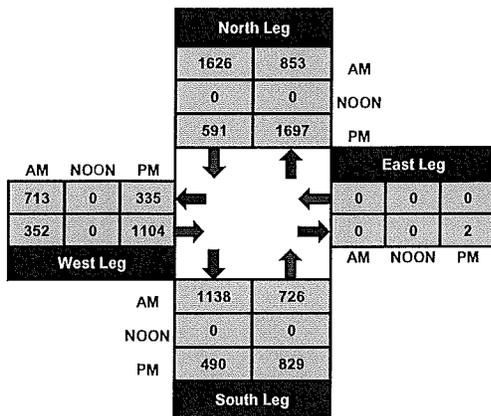
## Las Virgenes Rd and Agoura Rd, Calabasas

Date: 2/17/2016  
Day: Wednesday

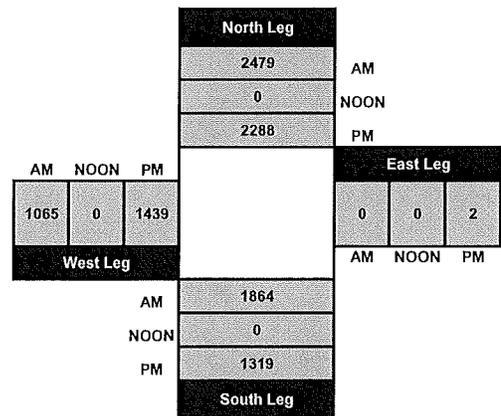
Project #: 16-5073-004  
City: Calabasas



### Total Ins & Outs

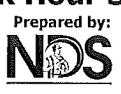


### Total Volume Per Leg



#5

# ITM Peak Hour Summary

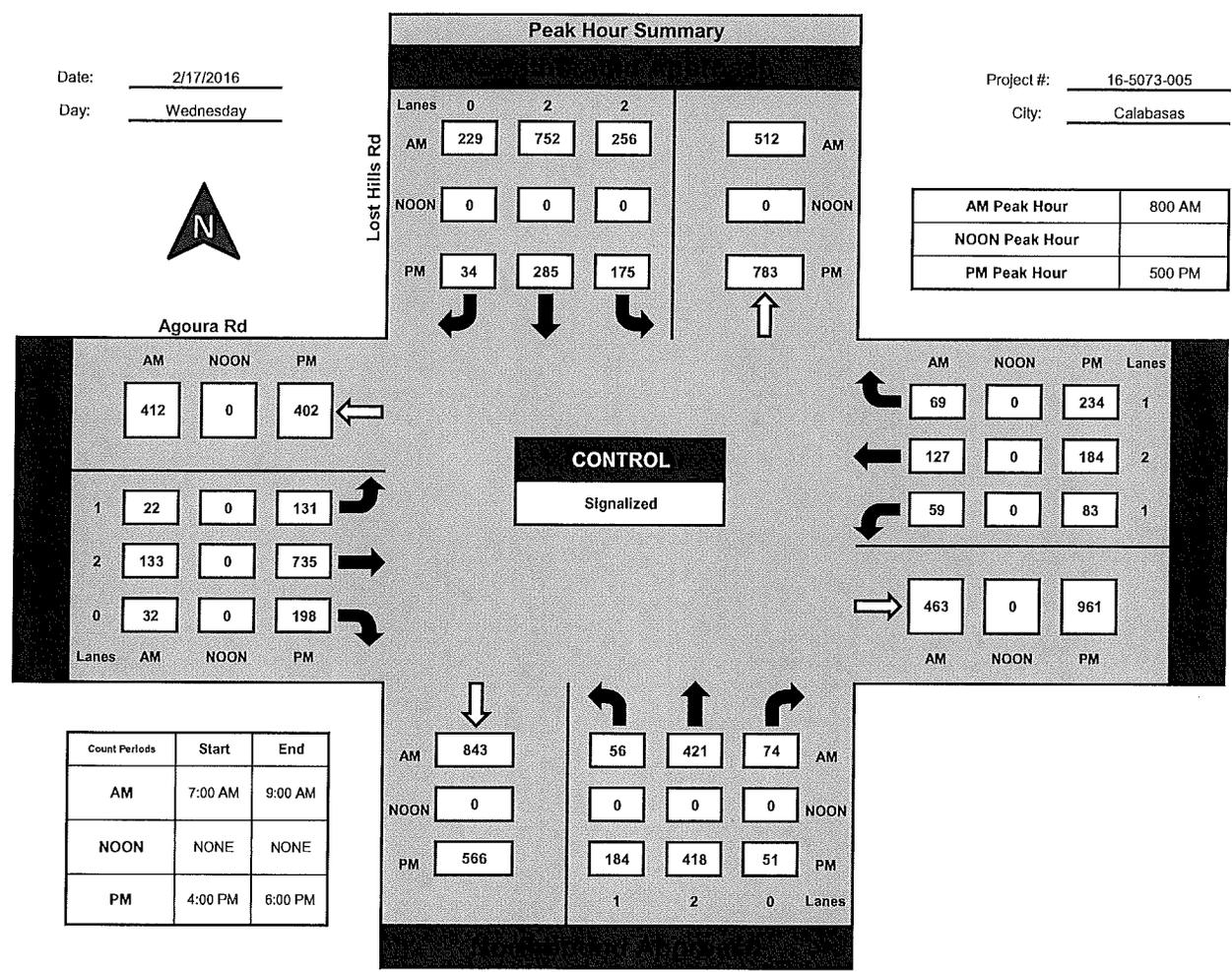


National Data & Surveying Services

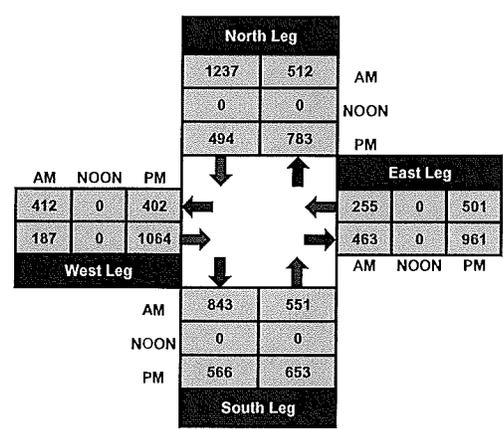
## Lost Hills Rd and Agoura Rd, Calabasas

Date: 2/17/2016  
 Day: Wednesday

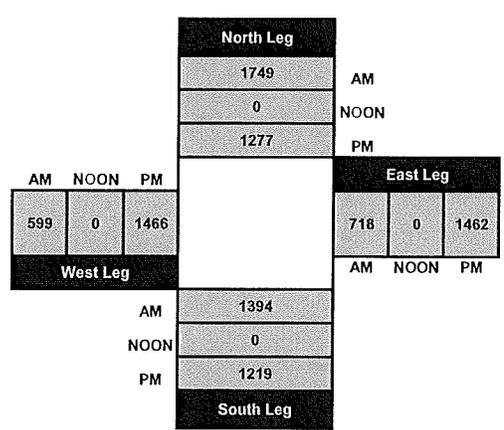
Project #: 16-5073-005  
 City: Calabasas



### Total Ins & Outs



### Total Volume Per Leg



#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: A.M. PEAK HOUR  
 N/S STREET: LAS VIRGENES ROAD  
 E/W STREET: MUREAU ROAD  
 CONTROL TYPE: SIGNAL

REF: 01\_AM

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	0	504	227	75	885	0	0	0	0	212	0	30
(B) PROJECT-ADDED:	0	0	3	0	0	0	0	0	0	2	0	0

GEOMETRICS

LANE GEOMETRICS	NORTH BOUND TT R	SOUTH BOUND L TT	EAST BOUND	WEST BOUND L R
-----------------	---------------------	---------------------	------------	-------------------

TRAFFIC SCENARIOS

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	0	0	0	0			- *	- *				
NBT	2	3200	504	504			0.158	0.158				
NBR	1	1600	227	230			0.142	0.144				
SBL	1	1600	75	75			0.047	0.047				
SBT	2	3200	885	885			0.277 *	0.277 *				
SBR	0	0	0	0			-	-				
EBL	0	0	0	0			- *	- *				
EBT	0	0	0	0			-	-				
EBR	0	0	0	0			-	-				
WBL	1	1600	212	214			0.133 *	0.134 *				
WBT	0	0	0	0			-	-				
WBR	1	1600	30	30			0.019	0.019				
LOST TIME:							0.100 *	0.100 *				
TOTAL INTERSECTION CAPACITY UTILIZATION:							0.510	0.511				
SCENARIO LEVEL OF SERVICE:							A	A				

NOTES:

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: P.M. PEAK HOUR  
 N/S STREET: LAS VIRGENES ROAD  
 E/W STREET: MUREAU ROAD  
 CONTROL TYPE: SIGNAL

REF: 01\_PM

**TRAFFIC VOLUME SUMMARY**

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	0	536	966	77	248	0	0	0	0	287	0	38
(B) PROJECT-ADDED:	0	0	3	0	0	0	0	0	0	4	0	0

**GEOMETRICS**

LANE GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND	WEST BOUND	
	TT	R	L	TT		L	R

**TRAFFIC SCENARIOS**

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

**LEVEL OF SERVICE CALCULATIONS**

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	0	0	0	0			-	-				
NBT	2	3200	536	536			0.168	0.168				
NBR	1	1600	966	969			0.604 *	0.606 *				
SBL	1	1600	77	77			0.048 *	0.048 *				
SBT	2	3200	248	248			0.078	0.078				
SBR	0	0	0	0			-	-				
EBL	0	0	0	0			-	-				
EBT	0	0	0	0			-	-				
EBR	0	0	0	0			-	-				
WBL	1	1600	287	291			0.179 *	0.182 *				
WBT	0	0	0	0			-	-				
WBR	1	1600	38	38			0.024	0.024				
<i>LOST TIME:</i>							0.100 *	0.100 *				
<b>TOTAL INTERSECTION CAPACITY UTILIZATION:</b>							<b>0.931</b>	<b>0.936</b>				
SCENARIO LEVEL OF SERVICE:							<b>E</b>	<b>E</b>				

NOTES:

HCM Signalized Intersection Capacity Analysis  
 2: U.S. Highway 101 NB Ramps & Las Virgenes Road

Existing\_A.M.  
 3/7/2016



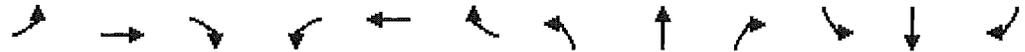
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations				↙	↖	↗	↘	↑↑			↑↑	↗
Volume (vph)	0	0	0	1004	1	327	163	455	0	0	658	440
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Lane Util. Factor				0.95	0.95	1.00	1.00	0.95			0.95	1.00
Frt				1.00	1.00	0.85	1.00	1.00			1.00	0.85
Flt Protected				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (prot)				1681	1685	1583	1770	3539			3539	1583
Flt Permitted				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (perm)				1681	1685	1583	1770	3539			3539	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	1091	1	355	177	495	0	0	715	478
RTOR Reduction (vph)	0	0	0	0	0	170	0	0	0	0	0	343
Lane Group Flow (vph)	0	0	0	545	547	185	177	495	0	0	715	135
Turn Type				Prot		Perm	Prot					Perm
Protected Phases				3	8		5	2			6	
Permitted Phases						8						6
Actuated Green, G (s)				26.0	26.0	26.0	8.7	31.0			18.3	18.3
Effective Green, g (s)				26.0	26.0	26.0	8.7	31.0			18.3	18.3
Actuated g/C Ratio				0.40	0.40	0.40	0.13	0.48			0.28	0.28
Clearance Time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Vehicle Extension (s)				3.0	3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)				672	674	633	237	1688			996	446
v/s Ratio Prot				0.32	c0.32		c0.10	0.14			c0.20	
v/s Ratio Perm						0.12						0.08
v/c Ratio				0.81	0.81	0.29	0.75	0.29			0.72	0.30
Uniform Delay, d1				17.3	17.3	13.3	27.1	10.3			21.0	18.3
Progression Factor				1.00	1.00	1.00	1.04	0.49			1.00	1.00
Incremental Delay, d2				7.4	7.4	0.3	11.2	0.4			4.4	1.7
Delay (s)				24.7	24.7	13.5	39.4	5.5			25.5	20.1
Level of Service				C	C	B	D	A			C	C
Approach Delay (s)		0.0			21.9			14.4			23.3	
Approach LOS		A			C			B			C	

Intersection Summary			
HCM Average Control Delay	20.9	HCM Level of Service	C
HCM Volume to Capacity ratio	0.77		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	74.1%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
 2: U.S. Highway 101 NB Ramps & Las Virgenes Road

Existing + Project A.M.

3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations				↙	↘	↗	↖	↑↑			↑↑	↗
Volume (vph)	0	0	0	1022	1	327	179	458	0	0	660	440
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Lane Util. Factor				0.95	0.95	1.00	1.00	0.95			0.95	1.00
Flt				1.00	1.00	0.85	1.00	1.00			1.00	0.85
Flt Protected				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (prot)				1681	1685	1583	1770	3539			3539	1583
Flt Permitted				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (perm)				1681	1685	1583	1770	3539			3539	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	1111	1	355	195	498	0	0	717	478
RTOR Reduction (vph)	0	0	0	0	0	169	0	0	0	0	0	350
Lane Group Flow (vph)	0	0	0	555	557	186	195	498	0	0	717	128
Turn Type				Prot		Perm	Prot					Perm
Protected Phases				3	8		5	2			6	
Permitted Phases						8						6
Actuated Green, G (s)				26.0	26.0	26.0	9.6	31.0			17.4	17.4
Effective Green, g (s)				26.0	26.0	26.0	9.6	31.0			17.4	17.4
Actuated g/C Ratio				0.40	0.40	0.40	0.15	0.48			0.27	0.27
Clearance Time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Vehicle Extension (s)				3.0	3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)				672	674	633	261	1688			947	424
v/s Ratio Prot				0.33	c0.33		c0.11	0.14			c0.20	
v/s Ratio Perm						0.12						0.08
v/c Ratio				0.83	0.83	0.29	0.75	0.30			0.76	0.30
Uniform Delay, d1				17.5	17.5	13.3	26.5	10.3			21.9	19.0
Progression Factor				1.00	1.00	1.00	1.03	0.53			1.00	1.00
Incremental Delay, d2				8.2	8.2	0.3	10.3	0.4			5.6	1.8
Delay (s)				25.7	25.7	13.5	37.5	5.9			27.5	20.8
Level of Service				C	C	B	D	A			C	C
Approach Delay (s)		0.0			22.7			14.8			24.8	
Approach LOS		A			C			B			C	

Intersection Summary

HCM Average Control Delay	21.8	HCM Level of Service	C
HCM Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	75.5%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: A.M. PEAK HOUR  
 N/S STREET: LAS VIRGENES ROAD  
 E/W STREET: US. 101 NB RAMPS  
 CONTROL TYPE: SIGNAL

REF: 02\_AM

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	163	455	0	0	658	440	0	0	0	1004	1	327
(B) PROJECT-ADDED:	16	3	0	0	2	0	0	0	0	18	0	0

GEOMETRICS

LANE GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND		
	L	TT	TT	R	L	T	L	LT	R

TRAFFIC SCENARIOS

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

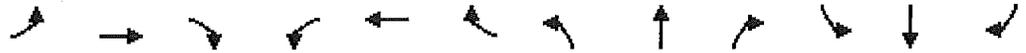
LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600	163	179			0.102 *	0.112 *				
NBT	2	3200	455	458			0.142	0.143				
NBR	0	0	0	0			-	-				
SBL	0	0	0	0			-	-				
SBT	2	3200	658	660			0.206	0.206				
SBR	1	1600	440	440			0.275 *	0.275 *				
EBL	0	0	0	0			-	-				
EBT	0	0	0	0			-	-				
EBR	0	0	0	0			-	-				
WBL	0	0	1004	1022			-	-				
WBT	2	3200	1	1			0.314 *	0.320 *				
WBR	1	1600	327	327			0.204	0.204				
LOST TIME:							0.100 *	0.100 *				
TOTAL INTERSECTION CAPACITY UTILIZATION:							0.791	0.807				
SCENARIO LEVEL OF SERVICE:							C	D				

NOTES:

HCM Signalized Intersection Capacity Analysis  
 2: U.S. Highway 101 NB Ramps & Las Virgenes Road

Existing P.M.  
 3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations				↵	↵	↗	↵	↕			↕	↗
Volume (vph)	0	0	0	353	3	224	205	1295	0	0	298	239
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Lane Util. Factor				0.95	0.95	1.00	1.00	0.95			0.95	1.00
Frt				1.00	1.00	0.85	1.00	1.00			1.00	0.85
Flt Protected				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (prot)				1681	1687	1583	1770	3539			3539	1583
Flt Permitted				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (perm)				1681	1687	1583	1770	3539			3539	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	0	0	0	364	3	231	211	1335	0	0	307	246
RTOR Reduction (vph)	0	0	0	0	0	40	0	0	0	0	0	172
Lane Group Flow (vph)	0	0	0	182	185	191	211	1335	0	0	307	74
Turn Type				Prot		Perm	Prot					Perm
Protected Phases				3	8		5	2			6	
Permitted Phases						8						6
Actuated Green, G (s)				16.0	16.0	16.0	14.0	36.0			18.0	18.0
Effective Green, g (s)				16.0	16.0	16.0	14.0	36.0			18.0	18.0
Actuated g/C Ratio				0.27	0.27	0.27	0.23	0.60			0.30	0.30
Clearance Time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Vehicle Extension (s)				3.0	3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)				448	450	422	413	2123			1062	475
v/s Ratio Prot				0.11	0.11		0.12	c0.38			0.09	
v/s Ratio Perm						c0.12						0.05
v/c Ratio				0.41	0.41	0.45	0.51	0.63			0.29	0.16
Uniform Delay, d1				18.1	18.1	18.3	20.0	7.7			16.1	15.4
Progression Factor				1.00	1.00	1.00	0.92	0.72			1.00	1.00
Incremental Delay, d2				0.6	0.6	0.8	0.7	0.9			0.7	0.7
Delay (s)				18.7	18.7	19.1	19.0	6.4			16.8	16.1
Level of Service				B	B	B	B	A			B	B
Approach Delay (s)		0.0			18.9			8.2			16.5	
Approach LOS		A			B			A			B	

Intersection Summary			
HCM Average Control Delay	12.2	HCM Level of Service	B
HCM Volume to Capacity ratio	0.57		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	56.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
 2: U.S. Highway 101 NB Ramps & Las Virgenes Road

Existing + Project P.M.

3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations				↙	↖	↗	↘	↕			↕	↗
Volume (vph)	0	0	0	381	3	224	220	1298	0	0	302	239
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Lane Util. Factor				0.95	0.95	1.00	1.00	0.95			0.95	1.00
Flt				1.00	1.00	0.85	1.00	1.00			1.00	0.85
Flt Protected				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (prot)				1681	1687	1583	1770	3539			3539	1583
Flt Permitted				0.95	0.95	1.00	0.95	1.00			1.00	1.00
Satd. Flow (perm)				1681	1687	1583	1770	3539			3539	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	0	0	0	393	3	231	227	1338	0	0	311	246
RTOR Reduction (vph)	0	0	0	0	0	40	0	0	0	0	0	176
Lane Group Flow (vph)	0	0	0	196	200	191	227	1338	0	0	311	70
Turn Type				Prot		Perm	Prot					Perm
Protected Phases				3	8		5	2			6	
Permitted Phases						8						6
Actuated Green, G (s)				16.0	16.0	16.0	15.0	36.0			17.0	17.0
Effective Green, g (s)				16.0	16.0	16.0	15.0	36.0			17.0	17.0
Actuated g/C Ratio				0.27	0.27	0.27	0.25	0.60			0.28	0.28
Clearance Time (s)				4.0	4.0	4.0	4.0	4.0			4.0	4.0
Vehicle Extension (s)				3.0	3.0	3.0	3.0	3.0			3.0	3.0
Lane Grp Cap (vph)				448	450	422	443	2123			1003	449
v/s Ratio Prot				0.12	0.12		0.13	0.38			0.09	
v/s Ratio Perm						0.12						0.04
v/c Ratio				0.44	0.44	0.45	0.51	0.63			0.31	0.16
Uniform Delay, d1				18.3	18.3	18.3	19.4	7.7			16.9	16.1
Progression Factor				1.00	1.00	1.00	0.91	0.71			1.00	1.00
Incremental Delay, d2				0.7	0.7	0.8	0.6	0.9			0.8	0.7
Delay (s)				18.9	19.0	19.1	18.3	6.4			17.7	16.9
Level of Service				B	B	B	B	A			B	B
Approach Delay (s)		0.0			19.0			8.1			17.3	
Approach LOS		A			B			A			B	

Intersection Summary

HCM Average Control Delay	12.5	HCM Level of Service	B
HCM Volume to Capacity ratio	0.58		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	56.4%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

#10051.01 CANYON OAKS PROJECT

REF: 02\_PM

INTERSECTION CAPACITY UTILIZATION WORKSHEET

COUNT DATE: *February 17, 2016*  
 TIME PERIOD: *P.M. PEAK HOUR*  
 N/S STREET: *LAS VIRGENES ROAD*  
 E/W STREET: *US. 101 NB RAMPS*  
 CONTROL TYPE: *SIGNAL*

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	205	1295	0	0	298	239	0	0	0	353	3	224
(B) PROJECT-ADDED:	15	3	0	0	4	0	0	0	0	28	0	0

GEOMETRICS

LANE GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND	
	L	TT	TT	R	L	TT	L	TT

TRAFFIC SCENARIOS

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS						
			1	2	3	4	1	2	3	4			
NBL	1	1600	205	220			0.128 *	0.138 *					
NBT	2	3200	1295	1298			0.405	0.406					
NBR	0	0	0	0			-	-					
SBL	0	0	0	0			-	-					
SBT	2	3200	298	302			0.093	0.094					
SBR	1	1600	239	239			0.149 *	0.149 *					
EBL	0	0	0	0			-	-					
EBT	0	0	0	0			-	-					
EBR	0	0	0	0			-	-					
WBL	0	0	353	381			-	-					
WBT	2	3200	3	3			0.111	0.120					
WBR	1	1600	224	224			0.140 *	0.140 *					
<i>LOST TIME:</i>							0.100 *	0.100 *					
<b>TOTAL INTERSECTION CAPACITY UTILIZATION:</b>							0.517	0.527					
SCENARIO LEVEL OF SERVICE:							A	A					

NOTES:

HCM Signalized Intersection Capacity Analysis  
 3: U.S. Highway 101 SB Off-Ramp & Las Virgenes Road

Existing\_A.M.  
 3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗		↔			↕	↗	↘	↕	↗
Volume (vph)	298	3	353	3	0	13	0	331	2	27	1384	276
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Lane Util. Factor		1.00	1.00		1.00			0.95	1.00	1.00	0.95	1.00
Frt		1.00	0.85		0.89			1.00	0.85	1.00	1.00	0.85
Flt Protected		0.95	1.00		0.99			1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1775	1583		1641			3539	1583	1770	3539	1583
Flt Permitted		0.72	1.00		0.95			1.00	1.00	0.54	1.00	1.00
Satd. Flow (perm)		1334	1583		1578			3539	1583	1000	3539	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	324	3	384	3	0	14	0	360	2	29	1504	300
RTOR Reduction (vph)	0	0	18	0	10	0	0	0	1	0	0	127
Lane Group Flow (vph)	0	327	367	0	7	0	0	360	1	29	1504	173
Turn Type	Perm		Perm	Perm					Perm	Perm		Perm
Protected Phases		4			8			2			6	
Permitted Phases	4		4	8					2	6		6
Actuated Green, G (s)		19.5	19.5		19.5			37.5	37.5	37.5	37.5	37.5
Effective Green, g (s)		19.5	19.5		19.5			37.5	37.5	37.5	37.5	37.5
Actuated g/C Ratio		0.30	0.30		0.30			0.58	0.58	0.58	0.58	0.58
Clearance Time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Vehicle Extension (s)		3.0	3.0		3.0			3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)		400	475		473			2042	913	577	2042	913
v/s Ratio Prot								0.10			c0.42	
v/s Ratio Perm		c0.25	0.23		0.00				0.00	0.03		0.11
v/c Ratio		0.82	0.77		0.02			0.18	0.00	0.05	0.74	0.19
Uniform Delay, d1		21.1	20.7		16.0			6.5	5.8	6.0	10.1	6.5
Progression Factor		1.00	1.00		1.00			1.00	1.00	0.45	0.44	0.56
Incremental Delay, d2		12.2	7.6		0.0			0.2	0.0	0.1	1.5	0.3
Delay (s)		33.3	28.3		16.0			6.7	5.8	2.8	5.9	3.9
Level of Service		C	C		B			A	A	A	A	A
Approach Delay (s)		30.6			16.0			6.7			5.5	
Approach LOS		C			B			A			A	

Intersection Summary			
HCM Average Control Delay	11.8	HCM Level of Service	B
HCM Volume to Capacity ratio	0.76		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	73.4%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
 3: U.S. Highway 101 SB Off-Ramp & Las Virgenes Road

Existing + Project A.M.  
 3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖	↗		↔			↕	↗	↖	↕	↗
Volume (vph)	298	3	366	3	0	13	0	374	2	27	1384	276
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Lane Util. Factor		1.00	1.00		1.00			0.95	1.00	1.00	0.95	1.00
Frt		1.00	0.85		0.89			1.00	0.85	1.00	1.00	0.85
Flt Protected		0.95	1.00		0.99			1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1775	1583		1641			3539	1583	1770	3539	1583
Flt Permitted		0.72	1.00		0.95			1.00	1.00	0.51	1.00	1.00
Satd. Flow (perm)		1334	1583		1578			3539	1583	955	3539	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	324	3	398	3	0	14	0	407	2	29	1504	300
RTOR Reduction (vph)	0	0	18	0	10	0	0	0	1	0	0	127
Lane Group Flow (vph)	0	327	381	0	7	0	0	407	1	29	1504	173
Turn Type	Perm		Perm	Perm					Perm	Perm		Perm
Protected Phases		4			8			2				6
Permitted Phases	4		4	8					2	6		6
Actuated Green, G (s)		19.5	19.5		19.5			37.5	37.5	37.5		37.5
Effective Green, g (s)		19.5	19.5		19.5			37.5	37.5	37.5		37.5
Actuated g/C Ratio		0.30	0.30		0.30			0.58	0.58	0.58		0.58
Clearance Time (s)		4.0	4.0		4.0			4.0	4.0	4.0		4.0
Vehicle Extension (s)		3.0	3.0		3.0			3.0	3.0	3.0		3.0
Lane Grp Cap (vph)		400	475		473			2042	913	551		2042
v/s Ratio Prot								0.11				c0.42
v/s Ratio Perm		c0.25	0.24		0.00				0.00	0.03		0.11
v/c Ratio		0.82	0.80		0.02			0.20	0.00	0.05		0.74
Uniform Delay, d1		21.1	21.0		16.0			6.6	5.8	6.0		10.1
Progression Factor		1.00	1.00		1.00			1.00	1.00	0.42		0.41
Incremental Delay, d2		12.2	9.4		0.0			0.2	0.0	0.1		1.4
Delay (s)		33.3	30.4		16.0			6.8	5.8	2.6		5.5
Level of Service		C	C		B			A	A	A		A
Approach Delay (s)		31.7			16.0			6.8				5.1
Approach LOS		C			B			A				A

Intersection Summary			
HCM Average Control Delay	11.9	HCM Level of Service	B
HCM Volume to Capacity ratio	0.76		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	74.3%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

#10051.01 CANYON OAKS PROJECT

REF: 03\_AM

INTERSECTION CAPACITY UTILIZATION WORKSHEET

COUNT DATE: *February 17, 2016*  
 TIME PERIOD: *A.M. PEAK HOUR*  
 N/S STREET: *LAS VIRGENES ROAD*  
 E/W STREET: *US. 101 SB RAMPS*  
 CONTROL TYPE: *SIGNAL*

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	0	331	2	27	1384	276	298	3	353	3	0	13
(B) PROJECT-ADDED:	0	43	0	0	20	0	0	0	13	0	0	0

GEOMETRICS

LANE GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND	
	L	TT	TT	R	L	TT	L	LT R

TRAFFIC SCENARIOS

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS						
			1	2	3	4	1	2	3	4			
NBL	0	0	0	0			- *	- *					
NBT	2	3200	331	374			0.103	0.117					
NBR	1	1600	2	2			0.001	0.001					
SBL	1	1600	27	27			0.017	0.017					
SBT	2	3200	1384	1404			0.433 *	0.439 *					
SBR	1	1600	276	276			0.173	0.173					
EBL	0	0	298	298			-	-					
EBT	1	1600	3	3			0.188	0.188					
EBR	1	1600	353	366			0.221 *	0.229 *					
WBL	0	0	3	3			-	-					
WBT	1	1600	0	0			0.010 *	0.010 *					
WBR	0	0	13	13			-	-					
<i>LOST TIME:</i>							0.100 *	0.100 *					
<b>TOTAL INTERSECTION CAPACITY UTILIZATION:</b>							0.764	0.778					
SCENARIO LEVEL OF SERVICE:							C	C					

NOTES:

HCM Signalized Intersection Capacity Analysis  
 3: U.S. Highway 101 SB Off-Ramp & Las Virgenes Road

Existing P.M.  
 3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗		↕			↕↕	↗	↖	↕↕	↗
Volume (vph)	481	3	112	6	1	23	0	1023	2	24	505	120
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Lane Util. Factor		1.00	1.00		1.00			0.95	1.00	1.00	0.95	1.00
Frt		1.00	0.85		0.89			1.00	0.85	1.00	1.00	0.85
Flt Protected		0.95	1.00		0.99			1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1775	1583		1651			3539	1583	1770	3539	1583
Flt Permitted		0.70	1.00		0.93			1.00	1.00	0.16	1.00	1.00
Satd. Flow (perm)		1311	1583		1554			3539	1583	290	3539	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	517	3	120	6	1	25	0	1100	2	26	543	129
RTOR Reduction (vph)	0	0	67	0	14	0	0	0	1	0	0	74
Lane Group Flow (vph)	0	520	53	0	18	0	0	1100	1	26	543	55
Turn Type	Perm		Perm	Perm					Perm	Perm		Perm
Protected Phases		4			8			2			6	
Permitted Phases	4		4	8					2	6		6
Actuated Green, G (s)		26.3	26.3		26.3			25.7	25.7	25.7	25.7	25.7
Effective Green, g (s)		26.3	26.3		26.3			25.7	25.7	25.7	25.7	25.7
Actuated g/C Ratio		0.44	0.44		0.44			0.43	0.43	0.43	0.43	0.43
Clearance Time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Vehicle Extension (s)		3.0	3.0		3.0			3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)		575	694		681			1516	678	124	1516	678
v/s Ratio Prot								c0.31			0.15	
v/s Ratio Perm		c0.40	0.03		0.01				0.00	0.09		0.03
v/c Ratio		0.90	0.08		0.03			0.73	0.00	0.21	0.36	0.08
Uniform Delay, d1		15.7	9.8		9.6			14.2	9.8	10.8	11.6	10.2
Progression Factor		1.00	1.00		1.00			1.00	1.00	0.58	0.56	1.44
Incremental Delay, d2		17.6	0.0		0.0			3.1	0.0	3.6	0.6	0.2
Delay (s)		33.3	9.8		9.6			17.3	9.8	9.9	7.1	14.8
Level of Service		C	A		A			B	A	A	A	B
Approach Delay (s)		28.9			9.6			17.3			8.7	
Approach LOS		C			A			B			A	

Intersection Summary			
HCM Average Control Delay	17.8	HCM Level of Service	B
HCM Volume to Capacity ratio	0.82		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	68.4%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
 3: U.S. Highway 101 SB Off-Ramp & Las Virgenes Road

Existing + Project P.M.  
 3/7/2016



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖	↗		↕			↕	↗	↖	↕	↗
Volume (vph)	481	3	132	6	1	23	0	1063	2	24	537	120
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Lane Util. Factor		1.00	1.00		1.00			0.95	1.00	1.00	0.95	1.00
Frt		1.00	0.85		0.89			1.00	0.85	1.00	1.00	0.85
Flt Protected		0.95	1.00		0.99			1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1775	1583		1651			3539	1583	1770	3539	1583
Flt Permitted		0.70	1.00		0.93			1.00	1.00	0.16	1.00	1.00
Satd. Flow (perm)		1311	1583		1554			3539	1583	290	3539	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	517	3	142	6	1	25	0	1143	2	26	577	129
RTOR Reduction (vph)	0	0	80	0	12	0	0	0	1	0	0	74
Lane Group Flow (vph)	0	520	62	0	20	0	0	1143	1	26	577	55
Turn Type	Perm		Perm	Perm					Perm	Perm		Perm
Protected Phases		4			8			2			6	
Permitted Phases	4		4	8					2	6		6
Actuated Green, G (s)		26.3	26.3		26.3			25.7	25.7	25.7	25.7	25.7
Effective Green, g (s)		26.3	26.3		26.3			25.7	25.7	25.7	25.7	25.7
Actuated g/C Ratio		0.44	0.44		0.44			0.43	0.43	0.43	0.43	0.43
Clearance Time (s)		4.0	4.0		4.0			4.0	4.0	4.0	4.0	4.0
Vehicle Extension (s)		3.0	3.0		3.0			3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)		575	694		681			1516	678	124	1516	678
v/s Ratio Prot								c0.32			0.16	
v/s Ratio Perm		c0.40	0.04		0.01				0.00	0.09		0.03
v/c Ratio		0.90	0.09		0.03			0.75	0.00	0.21	0.38	0.08
Uniform Delay, d1		15.7	9.9		9.6			14.5	9.8	10.8	11.7	10.2
Progression Factor		1.00	1.00		1.00			1.00	1.00	0.54	0.52	1.35
Incremental Delay, d2		17.6	0.1		0.0			3.5	0.0	3.6	0.7	0.2
Delay (s)		33.3	9.9		9.6			18.0	9.8	9.4	6.8	13.9
Level of Service		C	A		A			B	A	A	A	B
Approach Delay (s)		28.3			9.6			18.0			8.2	
Approach LOS		C			A			B			A	

Intersection Summary		
HCM Average Control Delay	17.7	HCM Level of Service B
HCM Volume to Capacity ratio	0.83	
Actuated Cycle Length (s)	60.0	Sum of lost time (s) 8.0
Intersection Capacity Utilization	69.5%	ICU Level of Service C
Analysis Period (min)	15	
c Critical Lane Group		

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: P.M. PEAK HOUR  
 N/S STREET: LAS VIRGENES ROAD  
 E/W STREET: US. 101 SB RAMPS  
 CONTROL TYPE: SIGNAL

REF: 03\_PM

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING:	0	1023	2	24	505	120	481	3	112	6	1	23
(B) PROJECT-ADDED:	0	40	0	0	32	0	0	0	20	0	0	0

GEOMETRICS

LANE GEOMETRICS	NORTH BOUND		SOUTH BOUND			EAST BOUND		WEST BOUND	
	TT	R	L	TT	R	LT	R	LTR	

TRAFFIC SCENARIOS

SCENARIO 1 = EXISTING VOLUMES (A)  
 SCENARIO 2 = EXISTING + PROJECT VOLUMES (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	0	0	0	0			-	-				
NBT	2	3200	1023	1063			0.320 *	0.332 *				
NBR	1	1600	2	2			0.001	0.001				
SBL	1	1600	24	24			0.015 *	0.015 *				
SBT	2	3200	505	537			0.158	0.168				
SBR	1	1600	120	120			0.075	0.075				
EBL	0	0	481	481			-	-				
EBT	1	1600	3	3			0.303 *	0.303 *				
EBR	1	1600	112	132			0.070	0.083				
WBL	0	0	6	6			-	-				
WBT	1	1600	1	1			0.019 *	0.019 *				
WBR	0	0	23	23			-	-				
LOST TIME:							0.100 *	0.100 *				
TOTAL INTERSECTION CAPACITY UTILIZATION:							0.757	0.769				
SCENARIO LEVEL OF SERVICE:							C	C				

NOTES:

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: *February 17, 2016*  
 TIME PERIOD: *AM*  
 N/S STREET: *LAS VIRGENES RD.*  
 E/W STREET: *AGOURA RD.*  
 CONTROL TYPE: SIGNAL

REFERENCE #04AM

EXISTING GEOMETRY

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	92	634	0	0	1005	621	219	0	133	0	0	0

GEOMETRICS

GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND	
	L	TT	T	TR	LL	R	L	T

TRAFFIC SCENARIOS

SCENARIO 1: EXISTING (A)

LEVEL OF SERVICE CALCULATIONS

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES			SCENARIO V/C RATIOS				
			1	3	4	1	2	3	4	
NBL	1	1600	92			0.058 *				
NBT	2	3200	634			0.198				
NBR	0	0	0			0.000				
SBL	0	0	0			0.000				
SBT	2	3200	1005			0.314				
SBR (a)	1	1600	621			0.388 *				
EBL	2	3200	219			0.068 *				
EBT	0	0	0			0.000				
EBR	1	1600	133			0.083				
WBL	0	0	0			0.000				
WBT	0	0	0			0.000				
WBR	0	0	0			0.000				
LOST TIME:							0.100 *			
INTERSECTION CAPACITY UTILIZATION: LEVEL OF SERVICE:							0.614 B			

NOTES:

(a) 23-foot wide #2 through lane acts as de-facto right-turn lane.

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: AM  
 N/S STREET: LAS VIRGENES RD.  
 E/W STREET: AGOURA RD.  
 CONTROL TYPE: SIGNAL

REFERENCE #04AM

FUTURE GEOMETRY WITH SPLIT PHASE

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	92	634	0	0	1005	621	219	0	133	0	0	0
(B) PROJECT	0	0	13	33	0	0	0	5	0	16	6	43

GEOMETRICS

GEOMETRICS	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R

TRAFFIC SCENARIOS

SCENARIO 1:  
 SCENARIO 2: EXISTING + PROJECT (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600		92				0.058 *				
NBT	2	3200		634				0.198				
NBR	1	1600		13				0.008				
SBL	1	1600		33				0.021				
SBT	2	3200		1005				0.314				
SBR (a)	1	1600		621				0.388 *				
EBL	0	0		219				0.000				
EBT	2	3200		5				0.070				
EBR	1	1600		133				0.083 *				
WBL	0	0		16				0.000				
WBT	1	1600		6				0.014				
WBR	1	1600		43				0.027 *				
			LOST TIME:						0.100 *			
			INTERSECTION CAPACITY UTILIZATION: LEVEL OF SERVICE:						0.656 B			

NOTES:  
 (a) 23-foot wide #2 through lane acts as de-facto right-turn lane.

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: PM  
 N/S STREET: LAS VIRGENES RD.  
 E/W STREET: AGOURA RD.  
 CONTROL TYPE: SIGNAL

REFERENCE #04PM

EXISTING GEOMETRY

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	113	716	0	2	367	222	981	0	123	0	0	0

GEOMETRICS

GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND	
	L	TT	T	TR	LL	R		

TRAFFIC SCENARIOS

SCENARIO 1: EXISTING (A)

LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600	113				0.071					
NBT	2	3200	716				0.224 *					
NBR	0	0	0				0.000					
SBL	0	0	2				0.000 *					
SBT	2	3200	367				0.115					
SBR (a)	1	1600	191				0.119					
EBL	2	3200	981				0.307 *					
EBT	0	0	0				0.000					
EBR	1	1600	28				0.018					
WBL	0	0	0				0.000					
WBT	0	0	0				0.000					
WBR	0	0	0				0.000					
LOST TIME:								0.100 *				
INTERSECTION CAPACITY UTILIZATION: LEVEL OF SERVICE:								0.631 B				

NOTES:

(a) 23-foot wide #2 through lane acts as de-facto right-turn lane.

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: PM  
 N/S STREET: LAS VIRGENES RD.  
 E/W STREET: AGOURA RD.  
 CONTROL TYPE: SIGNAL

REFERENCE #04PM

FUTURE GEOMETRY WITH SPLIT PHASE

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	113	716	0	2	367	222	981	0	123	0	0	0
(B) PROJECT	0	0	21	52	0	0	0	8	0	15	6	40

GEOMETRICS

GEOMETRICS	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R

TRAFFIC SCENARIOS

SCENARIO 2: EXISTING + PROJECT (A+B)

LEVEL OF SERVICE CALCULATIONS

MOVE-MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600		113				0.071				
NBT	2	3200		716				0.224 *				
NBR	1	1600		21				0.013				
SBL	1	1600		54				0.034 *				
SBT	2	3200		367				0.115				
SBR (a)	1	1600		222				0.139				
EBL	0	0		981				0.000				
EBT	2	3200		8				0.309 *				
EBR	1	1600		123				0.077				
WBL	0	0		15				0.000				
WBT	1	1600		6				0.013				
WBR	1	1600		40				0.025 *				
			LOST TIME:						0.100 *			
			INTERSECTION CAPACITY UTILIZATION:						0.692			
			LEVEL OF SERVICE:						B			

NOTES:  
 (a) 23-foot wide #2 through lane acts as de-facto right-turn lane.

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: AM  
 N/S STREET: LOST HILLS RD.  
 E/W STREET: AGOURA RD.  
 CONTROL TYPE: SIGNAL

REFERENCE #05AM

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	56	421	74	256	752	229	22	133	32	59	127	69
(B) PROJECT	0	0	0	3	0	0	0	2	0	0	3	3

GEOMETRICS

GEOMETRICS	NORTH BOUND		SOUTH BOUND		EAST BOUND		WEST BOUND	
	L	T	L	T	L	T	L	T

TRAFFIC SCENARIOS

SCENARIO 1: EXISTING (A)  
 SCENARIO 2: EXISTING + PROJECT (B+C)

LEVEL OF SERVICE CALCULATIONS

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600	56	56			0.035 *	0.035 *				
NBT	2	3200	421	421			0.155	0.155				
NBR	0	0	74	74			0.000	0.000				
SBL	2	3200	256	259			0.080	0.081				
SBT	2	3200	752	752			0.307 *	0.307 *				
SBR	0	0	229	229			0.000	0.000				
EBL	1	1600	22	22			0.014	0.014				
EBT	2	3200	133	135			0.052 *	0.052 *				
EBR	0	0	32	32			0.000	0.000				
WBL	1	1600	59	59			0.037 *	0.037 *				
WBT	2	3200	127	130			0.040	0.041				
WBR	1	1600	69	72			0.043	0.045				
LOST TIME:								0.100 *	0.100 *			
INTERSECTION CAPACITY UTILIZATION: LEVEL OF SERVICE:								0.531 A	0.531 A			

NOTES:

#10051.01 CANYON OAKS PROJECT  
 INTERSECTION CAPACITY UTILIZATION WORKSHEET  
 COUNT DATE: February 17, 2016  
 TIME PERIOD: PM  
 N/S STREET: LOST HILLS RD.  
 E/W STREET: AGOURA RD.  
 CONTROL TYPE: SIGNAL

REFERENCE #05PM

TRAFFIC VOLUME SUMMARY

VOLUMES	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	R	L	T	R	L	T	R	L	T	R
(A) EXISTING	184	418	51	175	285	34	131	735	198	83	184	234
(B) PROJECT	0	0	0	4	0	0	0	4	0	0	3	3

GEOMETRICS

GEOMETRICS	NORTH BOUND			SOUTH BOUND			EAST BOUND			WEST BOUND		
	L	T	TR	L	T	TR	L	T	TR	L	T	TR

TRAFFIC SCENARIOS

SCENARIO 1: EXISTING (A)  
 SCENARIO 2: EXISTING + PROJECT (B+C)

LEVEL OF SERVICE CALCULATIONS

MOVE- MENTS	# OF LANES	CAPACITY	SCENARIO VOLUMES				SCENARIO V/C RATIOS					
			1	2	3	4	1	2	3	4		
NBL	1	1600	184	184			0.115	0.115				
NBT	2	3200	418	418			0.147 *	0.147 *				
NBR	0	0	51	51			0.000	0.000				
SBL	2	3200	175	179			0.055 *	0.056 *				
SBT	2	3200	285	285			0.100	0.100				
SBR	0	0	34	34			0.000	0.000				
EBL	1	1600	131	131			0.082 *	0.082 *				
EBT	2	3200	735	739			0.292	0.293				
EBR	0	0	198	198			0.000	0.000				
WBL	1	1600	83	83			0.052	0.052				
WBT	2	3200	184	187			0.058	0.058				
WBR	1	1600	234	237			0.146 *	0.148 *				
LOST TIME:								0.100 *	0.100 *			
INTERSECTION CAPACITY UTILIZATION: LEVEL OF SERVICE:								0.530 A	0.533 A			

NOTES:



CITY of CALABASAS

**MINUTES OF A SPECIAL MEETING OF THE  
PLANNING COMMISSION OF THE CITY OF CALABASAS  
CALIFORNIA, HELD THURSDAY, MARCH 16, 2016**

**Opening Matters:**

Call to Order/Roll Call of the Commissioners

Commissioner Mueller called the meeting to order at 6:05PM in the City Council Chambers, Calabasas City Hall, 100 Civic Center Way, Calabasas, California.

Present: Commissioners Mueller, Washburn, Fassberg and Roseman.

Absent None

Staff: Assistant City Attorney Summers, Director Tamuri, Bartlett, Mirzakhanian, Parker, Figueroa and Cohen-Cutler, Director Yalda, Holden, Ross Khiabani (Wildan), and Joe Power (Rincon).

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Roseman.

Approval of Agenda

Commissioner Washburn moved, seconded by Commissioner Fassberg, to approve the Planning Commission Agenda of March 16, 2016.

MOTION CARRIED 4-0

Announcements and Introductions

Commissioner Washburn announced that in honor of the City's 25<sup>th</sup> anniversary at 6:30pm on April 7<sup>th</sup> the Calabasas Library will host an evening of commemoration led by Mayor Bozajian. Presenters will include City founders. He encouraged members of the community to check the library calendar for other 25<sup>th</sup> Anniversary commemoration events being held in March and April.

Chair Mueller announced that Commissioner Sikand would be arriving approximately 45 minutes late but is listening to the proceedings as he travels to City Hall. He announced that the staff presentation would be approximately 45 minutes long, and that the public comment

period would be 3 minutes per person. Chair Mueller further clarified if the speaker wished to cede their time to others, then that would be permitted. He additionally asked for questions to be directed to the Commission and not directly to staff.

Oral Communications – Public Comment

None

Consent Item(s):

1. Approval of Minutes: February 18, 2016

Commissioner Washburn moved, seconded by Commissioner Fassberg to approve the minutes of February 18, 2016.

MOTION CARRIED 4-0

2. **File No. 14000011.** A resolution of the Planning Commission of the City of Calabasas recommending to the City Council certification of a Final Environmental Impact Report and approval of File No. 14000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069-078-009 and 2069-078-011). The proposed project includes: (1) a residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres (16.9% of the site); (2) a commercial component consisting of a 66,516 square-foot, four-story hotel occupying approximately 2.91 acres (3.8% of the site); and (3) preservation of approximately 61.0 acres (79.3% of the site) as permanent open space. Development of this project would require a significant amount of remedial grading to reshape the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: General Plan Amendment, Zoning Map Amendment, Tentative Tract Map, Development Plan, Conditional Use Permit, Site Plan Review, Oak Tree Permit, and Scenic Corridor Permit. The project site is currently zoned Planned Development (PD); Residential-Multifamily, 20 units per acre (RMF (20)); Open Space-Development Restricted (OS-DR); and is within the Scenic Corridor (-SC) overlay zone. An Environmental Impact Report (EIR) has been prepared and circulated in compliance with CEQA and the CEQA Guidelines

A presentation was made by Senior Planner Mirzakhanian. The Commissioners asked clarifying questions of staff, and staff provided responses regarding the following topics: the reason that certain story poles were not installed, the projected tax revenue, consideration of no landslide remediation alternatives, grading and hotel finish pads and their relationships to Las Virgenes Road-landslide impact area; resolution and conditions; current stability of the ancient landslide; proposed sidewalk design; surrounding hotel room counts; roadway improvement levels; 120 rooms industry standard; zoning for hotels; Planned Development (PD) zoning vs. a Development Plan Overlay (DP); current zoning; Regional Housing Needs Assessment (RHNA) and density; and height limit flexibility with a DP.

Commissioner Sikand joined the meeting at 7:17PM.

At Chair Mueller opened the public hearing at 7:30PM.

Speakers: Rick Bianchi (applicant, The New Home Company)  
The Commissioners asked questions of Mr. Bianchi.

Chair Mueller announced that the Commission will take a break at 7:55PM

Chair Mueller reconvened the public hearing at 8:10PM

Speakers: Deanna Grassberg, Joanne Suwara, John Suwara, Elise Dragu, Jacy Shillan, Bruce D'Eliscu (for Ayres Hotel), Paul Edelman (for SMMC), Karen Tiffany, Mary Wordin, Peter Heumann, Lauren Prescott, Carl Ehrlich, Kelly Spadoni (for Malibu Canyon Plaza and The Summit), Martha Fritz, Wes Idol, Priscilla Lee, Frances Alet, Emma Wilby, Clark Canfield, Sarah Ellis (for Bonnie Mulholland, Calabasas Chamber of Commerce), Marlon Hoffman, Christine Rangel (for the Building Industry Association), Dianne Gaynor (for Stephanie Williams).

Chair Mueller stated that he planned to continue the public hearing to tomorrow's Planning Commission meeting of March 17<sup>th</sup> to permit individuals who did not speak tonight to speak then. He indicated that he would take the final speaker at this time.

Speaker: Mary Hubbard (for the Las Virgenes Homeowner Association and Malibu Canyon Homeowners Association). She represented her son, her daughter and several others who ceded their time.

Chair Mueller reminded the audience that the public hearing would be continued. The Commissioners indicated that they had questions on hotel occupancy, and the landslide. They requested staff to summarize responses to the community, and the proposed plan amendment versus what really was envisioned to be actually done, and the development plan overlay.

**Adjournment:**

At 10:02PM, Chair Mueller adjourned the meeting to the special meeting of the Planning Commission on March 17, 2016 at 6:00 P.M. in Council Chambers, City Hall, 100 Civic Center Way.



CITY of CALABASAS

**MINUTES OF A SPECIAL MEETING OF THE  
PLANNING COMMISSION OF THE CITY OF CALABASAS  
CALIFORNIA, HELD THURSDAY, MARCH 17, 2016**

**Opening Matters:**

**Call to Order/Roll Call of the Commissioners**

Commissioner Mueller called the meeting to order at 6:08PM in the City Council Chambers, Calabasas City Hall, 100 Civic Center Way, Calabasas, California.

Present: Commissioners Mueller, Sikand, Washburn, Fassberg

Absent None

Staff: Assistant City Attorney Summers, Director Tamuri, Director Yalda, Holden, Bartlett, Mirzakhani, Michitsch, Parker, Rice, Klein and Lindsey Sarquilla (Rincon Consultants), Ross Khiabani (Willdan).

**Pledge of Allegiance**

The Pledge of Allegiance was led by Commissioner Fassberg

**Approval of Agenda**

Commissioner Washburn moved, seconded by Commissioner Fassberg, to approve the Planning Commission Agenda of March 17, 2016. MOTION CARRIED 4-0

**Announcements and Introductions**

Commissioner Washburn noted two events: a Community Health Expo to be held at the Calabasas/Agoura Hills Community Center on April 9<sup>th</sup> and a celebration of the City's official 25<sup>th</sup> anniversary on April 5<sup>th</sup>, 2016, at the Calabasas Chamber of Commerce. Chair Muller wished the public a Happy St. Patrick's Day.

**Oral Communications – Public Comment**

None

1. **File No. 14000011 (Cont).** A resolution of the Planning Commission of the City of Calabasas recommending to the City Council certification of a Final

## Attachment E

Environmental Impact Report and approval of File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the eastern terminus of Agoura Road (APNs: 2069-078-009 and 2069-078-011). The proposed project includes: (1) a residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres (16.9% of the site); (2) a commercial component consisting of a 66,516 square-foot, four-story hotel occupying approximately 2.91 acres (3.8% of the site); and (3) preservation of approximately 61.0 acres (79.3% of the site) as permanent open space. Development of this project would require a significant amount of remedial grading to reshape the land to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: General Plan Amendment, Zoning Map Amendment, Tentative Tract Map, Development Plan, Conditional Use Permit, Site Plan Review, Oak Tree Permit, and Scenic Corridor Permit. The project site is currently zoned Planned Development (PD); Residential-Multifamily, 20 units per acre (RMF (20)); Open Space-Development Restricted (OS-DR); and is within the Scenic Corridor (-SC) overlay zone. An Environmental Impact Report (EIR) has been prepared and circulated in compliance with CEQA and the CEQA Guidelines

Chair Mueller noted that the public hearing is still open from the previous meeting.

A presentation was made by Senior Planner Mirzakhian to address open questions and comments from the Planning Commission Meeting of March 16, 2016.

Chair Mueller noted that the Commission was provided by the staff a “cheat sheet” entitled “Findings and Conditions of Approval Addressing or Mitigating Canyon Oaks Project Impacts”. On the sheet are categories of issues (e.g. Traffic Congestion, Aesthetics, etc) which identify the conditions of approval identified in the resolution relating to each issue. Chair Mueller requested that the audience have copies of the document.

Sr. Planner Mirzakhian, City Planner Bartlett, Sr. Engineer Holden, Consulting Geotechnical Engineer Khiabani continued the presentation using slide illustrations and maps to assist in addressing open questions and comments.

The Commissioners asked questions of staff.

At 6:50 PM, Chair Mueller took additional public comment.

Speakers: Jennifer Hoffman, Kaleen Farr, Jolie Willett

Commissioner Roseman joined the meeting at 7:04PM. He stated that he had been driving and during the drive, had listened to the full proceedings of the Planning Commission this evening. He further additional stated that he will review the new materials and copies of the staff presentation placed on the dais, and with such, will be fully prepared to participate in tonight’s agenda item.

Speakers continued: Lynne Tracy, Bob Lia, Heidi Kaminsky, Stephen Wurtzel, Nancy Kamali, Rick Bianchi (Applicant, The New Home Company).

The Commissioners asked questions of the Applicant. Commissioners' questions included why the hotel component, New Homes decision process to move away from the General Plan vision, roadways and traffic, and the Applicant's decision to reduce the number of housing units.

In response to a question from the Commission, City staff explained the differences between The General Plan vision density and the current proposal.

Chair Mueller called a new speaker, who had just submitted a card.

Speaker: Bruce Auerbach

At 8:00 PM Chair Mueller closed the public hearing, and acknowledged that the public hearing may need to be reopened from time to time to address questions to the applicant, and likewise, the public as required.

Rincon Transportation Engineer Scott Schell addressed questions concerning traffic generation from the hotel, other projects being considered including the proposed Rondell hotel, and intersections.

Chair Mueller re-opened the public hearing at 8:10 PM to address questions to the applicant Rick Bianchi, regarding hotel parking requirements. Chair Mueller directed questions to the applicant regarding the aesthetic impacts of the hotel at the current 4 stories vs. a 3 story option. Mr. Ronald Shmerling, the applicant's Geotechnical Engineer, answered questions from the Commissioners.

Chair Mueller called for a recess at 8:38PM.

Chair Mueller reconvened the hearing at 8:56PM.

Chair Mueller called up the applicant's project engineer, Matt Sawyer, for questions from the Commissioners regarding the feasibility of lowering the pad. Mr. Sawyer commented that the lowering of the pad, among other issues, would narrow the pad and affect unit count, and increase perimeter retaining wall heights. The Commissioners also addressed additional traffic questions to Rincon Consultants' Traffic Engineer Scott Schell.

At 9:18 PM Chair Mueller again closed the public hearing.

The Commissioners discussed the material. Senior Planner Mirzakhian noted that the resolution had an error in a citation on Page 37, Condition Number 28, and corrected the citation to "Section 17.20.150(B)(28)(a, b and c)".

Chair Mueller thanked the citizens for participating in the meeting and to the staff for their analysis. He noted the EIR's significant view impact and stated that he found it in conflict to the General Plan policy of minimizing impacts. He favored reduction of the hotel height to three stories by utilizing some of the excess parking. He indicated that more should be accomplished to address and minimize the visual prominence of homes from the scenic corridor. He favored a continuation until the Planning Commission meeting on April 21<sup>st</sup>. He

was joined by Commissioner Roseman, who favored additional study on lowering the height of the hotel and home “pads” and associated costs. The Commissioners asked questions of staff about visual impacts and procedural issues on continuing the meeting.

The Commissioners discussed the pros and cons of continuing the hearing or moving the proposal forward to the City Council for their consideration.

Commissioner Washburn offered a motion to recommend approval File No. 140000011 with the amended resolution with the strong recommendation for the applicant to study and present a three-story hotel option as well as to study present alternatives including but not limited to pad height reduction and roof modifications to reduce the visual impacts of the homes which are most prominent in the scenic corridor. Seconded by Commissioner Fassberg.

The Commissioners discussed the motion.

Chair Mueller called for a vote on the motion.

Motion carried 3/2.

2. Director’s Report, Update on Current Projects and Future Agenda Items  
None
3. Reports from the Planning Commission.  
None

**Adjournment:**

At 10:00 PM, Chair Mueller adjourned the meeting to the regular meeting of the Planning Commission on April 7, 2016 at 7:00 P.M. in Council Chambers, City Hall, 100 Civic Center Way.

## Talyn Mirzakhania

---

**From:** Rick Bianchi <rbianchi@nwhm.com>  
**Sent:** Tuesday, March 29, 2016 8:33 AM  
**To:** Talyn Mirzakhania  
**Subject:** RE: Canyon Oaks Project – Modification Options Prepared in Response to Planning Commission Recommendations

Talyn:

Please find below the options available for the Canyon Oaks project - as recommended by the Planning Commission - as it relates to the proposed site plan, hotel and homes. These options generally relate to reducing impacts to views from Las Virgenes Road.

The 4 story hotel could be reduced to 3 stories and this affects the following:

- The footprint changes from a “bar” shape with angles to a “C” shape. The old footprint was 130’ away from Las Virgenes at its closest point to approximately 175’ at its furthest point. The new footprint is now approximately 120’ from Las Virgenes at its closest point.
- The number of rooms decreases from 120 to 111.
- The number of parking spaces decreases from 132 to 123.
- The hotel increases from 66,516 to 72,872 square feet – which is mainly attributable to the revised shape of the hotel which allows for the potential for more functional community meeting rooms, lobby and food service areas.
- The hotel bldg footprint at the first floor increases from 16,965 sf to 25,128 sf to accommodate uses in 111 rooms and meeting spaces in a 3 story hotel instead of 4 story hotel.
- The architectural style remains consistent with the previous plan and consistent with what the ARP reviewed and approved.
- Some of the benefits of the new hotel design are: better defined courtyard for outdoor activities and gatherings, a pool area that is more enclosed and a more effective floor plan on the first level.
- This conceptual plan meets the city’s parking requirements so no parking reduction is being requested.

The homes that will be visible from Las Virgenes can be enhanced architecturally with the following; roof plane changes, additional shutters and other architectural details including wood, stone and brick, use darker colors that will blend in with the landscaping and add trellises at the rear of the homes.

Additional trees can be added to the slope to create a more opaque landscape screen.

Some suggestions were made at the planning commission involving the potential of lowering the hotel pad and / or lowering the house pads. These grade changes are not feasible because of various issues that include:

- Site design is complicated and making adjustments to the grade affects the cut and fill. The site grading must balance – meaning it is not acceptable environmentally to haul away 300,000 cubic yards of material.
- The elevation of the pads affects adjacent slopes and lowering the pads will require taller (and potentially unsightly) retaining walls.
- Lower pads will negatively affect the design of the detention basins and we lose the ability to channel water and debris as the houses would be lower than the drainage course.
- Lowering the pads puts houses closer to existing residences in the Colony project.

Thank you and please advise if any comments or questions.

Rick

**Rick Bianchi | Vice President & Regional Manager**

The New Home Company

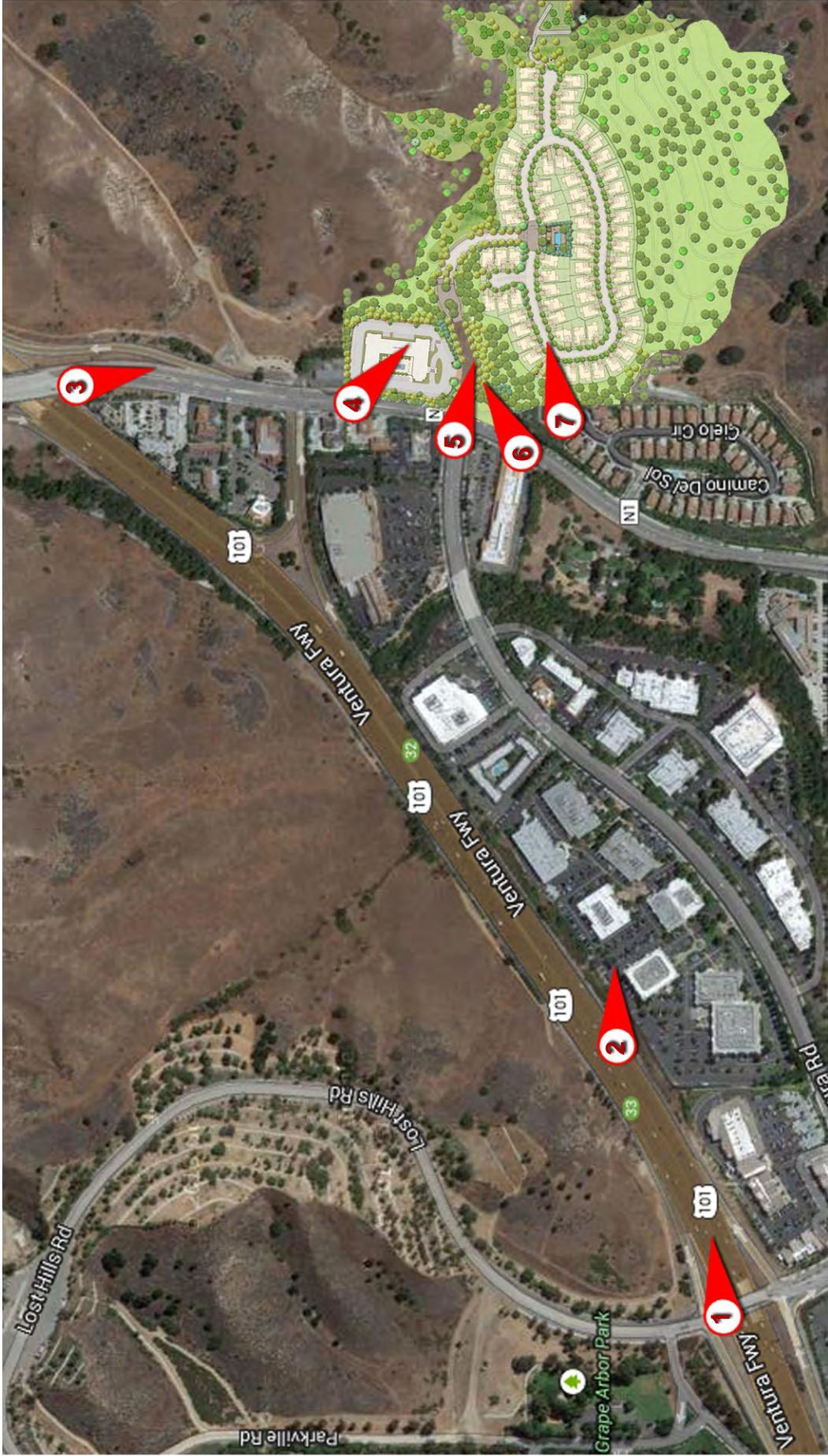
29219 Canwood St., Suite 107, Agoura Hills, CA 91301

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The architectural plans for the modification options included in Attachment F are copyright protected under Federal law, and for that reason, cannot be reproduced or published. However, the plans may be viewed at City Hall by contacting Planning Department staff during normal office hours at (818) 224-1600.



# THE NEW HOME COMPANY - Canyon Oaks

**VISIONSCOPE** IMAGERY  
A Visualization Firm



Existing View



Proposed View - Lost Hills Road at 101 Bridge - Looking East



Existing View



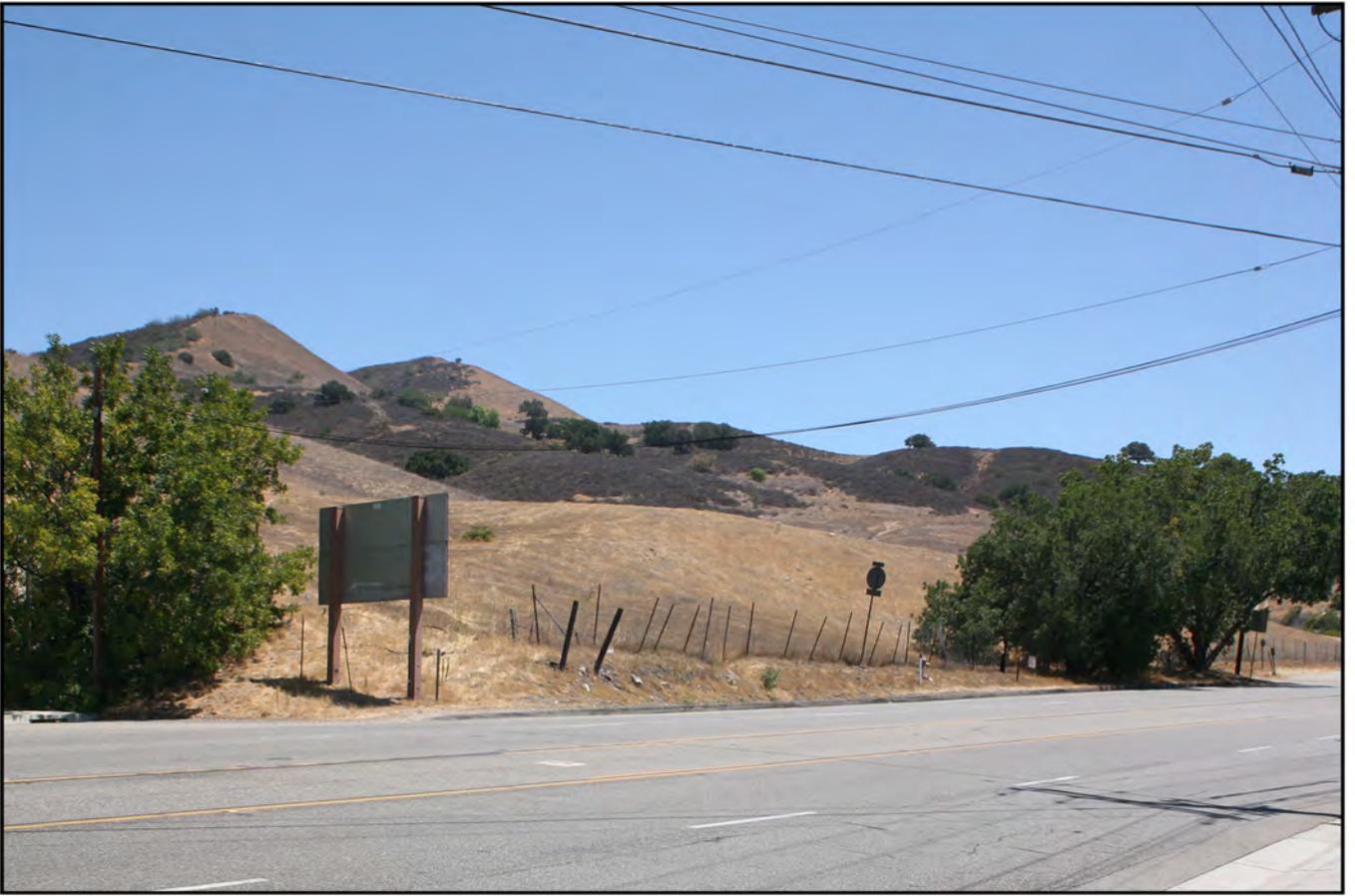
Proposed View - 101 FWY East of Lost Hills Road - Looking East



Existing View



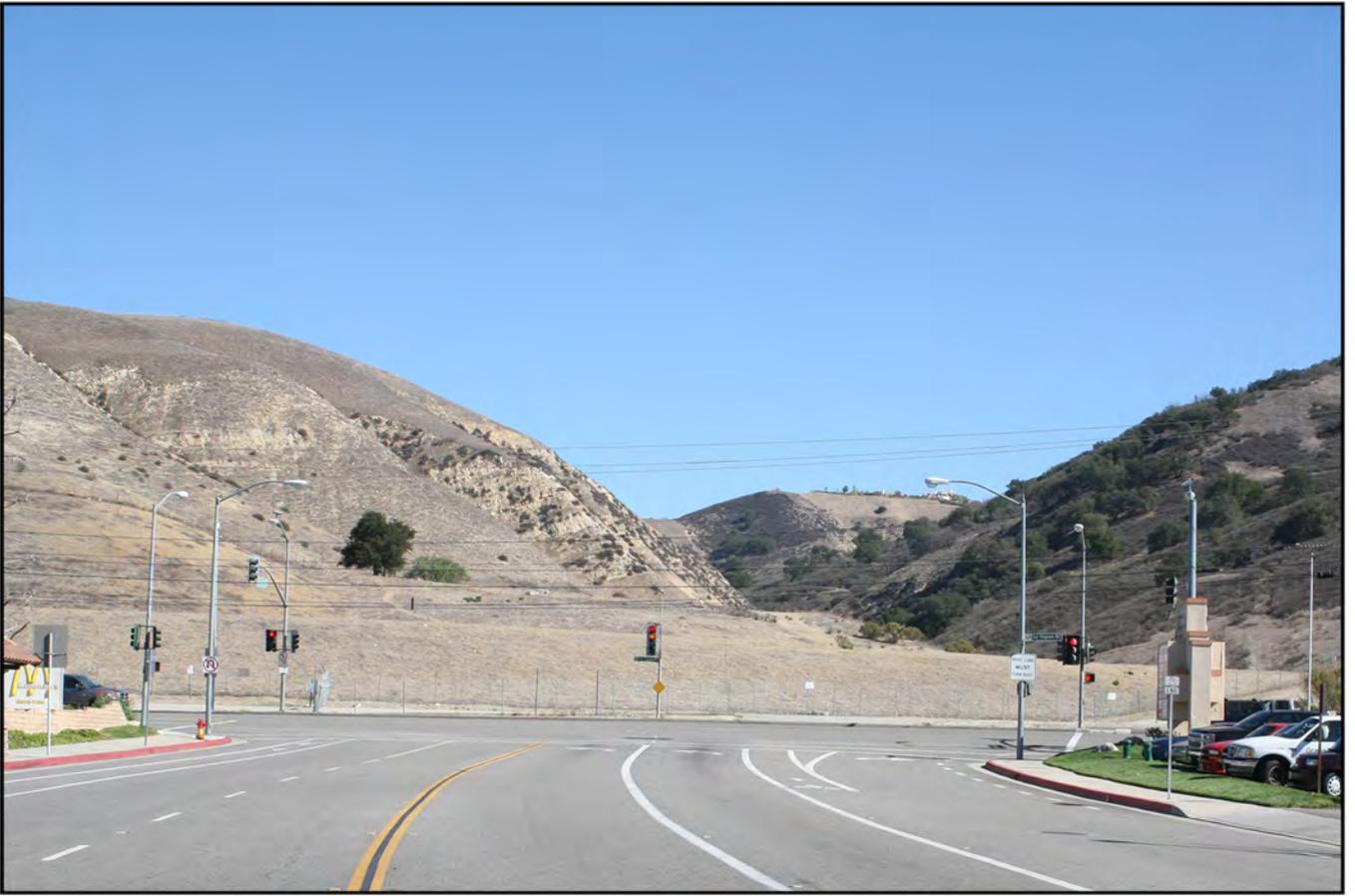
Proposed View - Las Virgenes Road over 101 FWY - Looking South



Existing View



Proposed View - Las Virgenes Road at Chevron Station - Looking Southeast



Existing View



Proposed View - Agoura at Las Virgenes Road - Looking East



Existing View



Proposed View - Las Virgenes Road across from Colony Project - Looking North



Existing View



Proposed View - Inside Colony Project at Cul-de-sac - Looking East



# Rincon Consultants, Inc.

Environmental Scientists      Planners      Engineers

## MEMORANDUM

- Ventura**  
 180 North Ashwood Avenue  
 Ventura, California 93003  
 8 0 5 6 4 4 4 4 5 5  
 F A X 6 4 4 4 2 4 0
- San Luis Obispo**  
 1530 Monterey Street, Suite D  
 San Luis Obispo, California 93401  
 8 0 5 5 4 7 0 9 0 0  
 F A X 5 4 7 0 9 0 1
- Carlsbad**  
 5135 Avenida Encinas, Suite A  
 Carlsbad, California 92008  
 7 6 0 9 1 8 9 4 4 4  
 F A X 9 1 8 9 4 4 9
- Monterey**  
 437 Figueroa Street, Suite 203  
 Monterey, California 93940  
 8 3 1 3 3 3 0 3 1 0  
 F A X 3 3 3 0 3 4 0
- Oakland**  
 180 Grand Avenue, Suite 400  
 Oakland, California 94612  
 5 1 0 8 3 4 4 4 5 5  
 F A X 8 3 4 4 4 3 3
- Riverside**  
 5005 La Mart Drive, Suite 201  
 Riverside, California 92507  
 9 5 1 7 8 2 0 0 6 1  
 F A X 7 8 2 0 0 9 7
- Fresno**  
 255 W. Fallbrook Avenue  
 Suite 103  
 Fresno, California 93711  
 5 5 9 2 2 8 9 9 2 5
- Sacramento**  
 4825 J Street  
 Suite 200  
 Sacramento, California 95819  
 9 1 6 7 0 6 1 3 7 4
- Los Angeles**  
 706 South Hill Street  
 Suite 1200  
 Los Angeles, California 90014  
 2 1 3 7 8 8 4 8 4 2

**Date:** April 4, 2016

**To:** Talyn Mirzakhian

**Organization:** City of Calabasas

**From:** Lindsey Sarquilla

**Email:** Lsarquilla@rinconconsultants.com

**cc:** Jpower@rinconconsultants.com

**Re:** Environmental Analysis of Canyon Oaks Project – Modified Project

This memorandum presents specific analysis of modifications to the Canyon Oaks Project (the “Modified Project”) proposed by the project applicant in response to public and Planning Commission comments during hearings on March 16 and 17, 2016. The modifications include reducing the proposed four-story hotel to three stories and aesthetic modifications to homes visible from Las Virgenes Road. These are described in more detail below.

Section 6, *Alternatives*, of the Final Environmental Impact Report (FEIR) for the Canyon Oaks Project analyzes a three-story hotel alternative under subsection 6.3, “Three-Story Hotel/Surface Parking Lot Alternative.” The FEIR found that the Three-Story Hotel/Surface Parking Lot Alternative would incrementally lessen aesthetic impacts as compared to the four-story hotel, but would have impacts similar to those of the Proposed Project for all other issue areas analyzed in the FEIR, including air quality, biological resources, geology and soils, greenhouse gas (GHG) emissions, hydrology and water quality, land use, noise and vibration, public services, and traffic. Although the alternative would incrementally lessen impacts to views from Las Virgenes Road, the overall change in visual character at the site resulting from the alternative would be similar to that of the proposed project since the overall development footprint and landslide remediation would be similar; therefore, impacts related to change in visual character under this alternative were found to remain significant and unavoidable. The impacts of the proposed Modified Project, described in more detail below, would be similar to those of the Three-Story Hotel/Surface Parking Lot Alternative.

---

## Proposed Modified Project

The Modified Project would reduce the four-story hotel to three stories, resulting in the following changes to the site plan:

- The building footprint would change from a “bar” shape with angles to a “C” shape. The new footprint would be approximately 120 feet from Las Virgenes Road at its closest point, which is ten feet closer to the road than the Proposed Project.
- The number of rooms would decrease from 120 to 111.
- The number of parking spaces would decrease from 132 to 123.
- The building area of the hotel would increase from 66,516 to 72,872 square feet, mainly due to the revised shape of the hotel, which allows for more functional community meeting rooms, lobby and food service areas.
- The hotel building footprint at the first floor would increase by 8,163 square feet (from 16,965 to 25,128 square feet) to accommodate 111 rooms and meeting spaces in a three-story hotel instead of four-story hotel.

The architectural style of the modified hotel would be similar to that of the previous plan and consistent with what the Architectural Review Panel reviewed and approved. In addition, despite the reduction in parking spaces, the modified hotel would meet the City’s parking requirements due to the reduction in hotel rooms. The applicant has identified operational benefits of the modified hotel design, which include: (1) a better defined courtyard for outdoor activities and gatherings, (2) a pool area that is more enclosed, and (3) a more effective floor plan on the first level.

In addition to the changes to the hotel, residences visible from Las Virgenes Road would be architecturally enhanced with alterations to the roof plane, additional shutters, and other architectural details, including wood, stone and brick. In addition, darker colors would be used on these homes. Lastly, additional trees would be planted on the slope between the homes and the Colony to create a more opaque landscape screen.

## Environmental Analysis

The Modified Project’s overall development footprint would be the same as the proposed project and would still include landslide remediation and drainage improvements; therefore, impacts related to biological resources, geology and soils, and hydrology and water quality would remain the same as those of the proposed project. The Modified Project would not increase the number of residences on the project site; therefore, impacts related to public services (schools) would also remain the same as the proposed project. Similarly, the modifications would not change the land use approvals required for the proposed project and impacts related to land use would be the same as those of the proposed project.

The proposed modifications would change the project’s impacts related to aesthetics, air quality, greenhouse gas (GHG) emissions, noise and vibration, and traffic. Changes to these impact areas are described below.

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## Aesthetics

As with the proposed project, the Modified Project would concentrate site development within the portions of the property that are lower in elevation. Unlike the proposed project, the three-story elevation of the Modified Project's hotel component would be similar to the height of nearby commercial development, which includes buildings that range from one to three stories in height. While the height would be reduced, the overall massing and intensity of the hotel component of this alternative would be similar to that of the proposed project. The impact to views from Las Virgenes Road to designated significant ridgelines and other rolling hillsides would be incrementally lessened, but would remain potentially significant. Mitigation Measure AES-1 from the FEIR would be required to reduce view impacts to a less than significant level.

Similar to the Proposed Project, the Modified Project would expand the areas of Las Virgenes Road dedicated to streetscape landscaping improvements, which is consistent with the objectives and policies contained within the Community Design Element of the Calabasas 2030 General Plan, the Las Virgenes Gateway Master Plan, and Las Virgenes Road Corridor Design Plan. The Modified Project would also require the landslide remediation that would result in changes to the landscape of the area. The overall change in visual character at the site resulting from the Modified Project would be similar to that of the proposed project since the overall development footprint and landslide remediation area would be similar. Although the Modified Project would be incrementally more visually compatible with that of nearby developments and landscape due to the reduction in height of the hotel and the architectural enhancements to the residences, the change in visual character would remain significant and unavoidable.

Similar to the proposed project, development of the Modified Project would require the removal or modification of potentially scenic resources (including oak trees, natural slopes, native vegetation, etc.) resulting in a potentially adverse impact. However, the Modified Project would be required to comply with the design standards contained within the Las Virgenes Gateway Master Plan and Las Virgenes Road Corridor Design Plan, and to implement the biological mitigation measures required for the proposed project, including the requirement to replace removed oak trees; therefore, similar to the proposed project, impacts to on-site scenic resources would be less than significant.

Like the proposed project, the Modified Project would be required to comply with the Land Use and Development Code regarding the creation of light and glare. In addition, the Modified Project would also be required to install light fixtures in compliance with the City's Dark Skies Ordinance. Therefore, lighting impacts would be less than significant and no mitigation would be required.

## Air Quality

The Modified Project would have nine fewer rooms than the proposed project (111 versus 120 rooms), but total square footage would increase by 10 percent (66,516 to 72,872 square feet). The Modified Project may incrementally increase the project's operational air quality emissions related to energy use due to the increased square footage, but would incrementally reduce emissions related to mobile sources due to the reduction in rooms. As discussed under Impact AQ-2 in Section 4.2, *Air Quality*, of the FEIR, the proposed project's operational

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emissions would be well below South Coast Air Quality Management District's (SCAQMD) thresholds for operational emissions. Operational air quality impacts of the Modified Project would be similar to those of the proposed project and would be less than significant.

The modified project would include the same grading and earthwork activities as the proposed project. As such, under the Modified Project, temporary air quality impacts related to particulate emissions and nitrogen oxide (NO<sub>x</sub>) emissions during construction would also exceed SCAQMD regional and local significance thresholds. As with the proposed project, mitigation measures AQ-1(a) and AQ-1(b) would be required to reduce potential construction-generated air quality impacts. In addition, the Modified Project would not change the population generated by the proposed project; therefore, as with the proposed project, impacts related to consistency with the SCAQMD Air Quality Management Plan would be less than significant.

### Greenhouse Gas Emissions

As discussed above, the hotel for the Modified Project would include fewer rooms, but include slightly greater square footage than the proposed project. Similar to the proposed project, the Modified Project would comply with the City of Calabasas' Green Building Ordinance, which requires the project to achieve a rating of silver based on Leadership in Energy and Environmental Design (LEED). The Modified Project would include the same energy and water efficiency features as the proposed project. Although the Modified Project may incrementally change the project's GHG emissions due to the increased square footage, as discussed under Impact GHG-1 in Section 4.5, *Greenhouse Gas Emissions*, of the FEIR, the proposed project's combined GHG emissions would remain well below the 3,000 metric tons of CO<sub>2</sub>E/year threshold. GHG emissions of the Modified Project would be similar to those of the proposed project and would be less than significant.

### Noise and Vibration

As shown in Table 1 below, the Modified Project would generate fewer trips than the proposed project because it would have nine fewer hotel rooms; therefore, the Modified Project would incrementally reduce traffic-related noise levels on roads in the vicinity. The Modified Project would have similar impacts as the proposed project with respect to construction noise, vibration, and exposing sensitive receptors to excessive noise levels and mitigation measures N-1(a) through (e), and N-4 would also apply to the Modified Project in order to reduce impacts to a less than significant level.

### Traffic

The proposed modifications would reduce hotel rooms from 120 to 111 rooms. Table 1 compares trips that would be generated by the Modified Project to the trips that would be generated by the proposed project. Project modifications would reduce average daily trips by 73 and A.M. /P.M. peak hour trips by five, in comparison to the proposed project. Nevertheless, this alternative would require implementation of Mitigation Measure T-2, which requires the payment of fair share fees for construction and implementation of necessary improvements identified for the intersection of Las Virgenes Road/Lost Hills Road, to reduce project and cumulative impacts to a less than significant level. In addition, because construction would still overlap with construction of the Lost Hills Road/U.S. 101 Interchange Improvement Project, Mitigation Measure T-10, which requires the preparation of a

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Construction Management Plan, would also be required to reduce construction impacts to a less than significant level.

**Table 1  
Proposed Project Modifications - Trip Generation**

	Number of Units	Average Daily Trips (ADT)		A.M. Peak Hour		P.M. Peak Hour	
		Trip Rate	Trips	Trip Rate	Trips	Trip Rate	Trips
<b>Proposed Project Modifications</b>							
Multi Family Residences	4 units	8.0/unit	32	0.54/unit	2	0.73/unit	3
Single Family Residences	67	9.52/unit	638	0.75/unit	50	1.0/unit	67
Hotel	111 rooms	8.17/room	907	0.53/room	59	0.60/room	67
<b>Total</b>	-	-	<b>1,577</b>	-	<b>111</b>	-	<b>137</b>
Project Total	-	-	1,650	-	116	-	142
<b>Net Change (Modified – Project)</b>	-	-	<b>(73)</b>	-	<b>(5)</b>	-	<b>(5)</b>

Source: Canyon Oaks Project Traffic Study, 2015 (FEIR Appendix H)  
 ksf=1,000 sf  
 () – denotes a negative number

**Conclusion**

Similar to the Three-Story Hotel/Surface Parking Lot Alternative analyzed in the FEIR, the proposed modifications would result in impacts similar to or less than those of the proposed project in the areas of aesthetics, air quality, biological resources, geology and soils, GHG emissions, hydrology and water quality, land use, noise and vibration, public services, and traffic. The Modified Project would not result in any new significant environmental impacts or an increase in the severity of environmental impacts as compared to what is analyzed and identified in the FEIR.

**Findings and Conditions of Approval  
Addressing and/or Mitigating Canyon Oaks Project Impacts  
City Council Resolution No. 2016-1507**

**Traffic Congestion Impacts**

Condition numbers 78, 79, 80, 146, and 148-150 specifically address traffic congestion management, avoidance, or mitigation. Also, please see Mitigation Measures T-2 and T-10 in the Final EIR

**Aesthetic – Design Impacts**

Condition numbers 1, 3, 11, 12, 14, and 17 specifically address impacts relating to aesthetics and design. See also Mitigation Measure AES – 1 in the Final EIR.

**Landslide Remediation / Grading Impacts**

Condition numbers 90-96, 98-102, and 104-119 specifically address impacts relating to the landslide remediation and project grading. See also Mitigation Measures GEO-1(c), GEO 2(a), GEO 2(b), GEO 2(c), GEO 3, and GEO 4 in the Final EIR.

**Biological Impacts**

Condition numbers 22-24, 38, and 41-66 (oak trees) specifically address impacts associated with biology and oak trees. See also Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, and BIO-6 in the Final EIR.

**Fire Safety Impacts**

Condition numbers 20, 73, and 167-171 specifically address fire safety impacts.

**General Plan Consistency – See the following City Council Resolution Findings:**

General Plan Amendment Findings -- Numbers 1 & 2

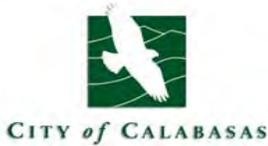
Zone Map Amendment Findings -- Numbers 1 & 2

Tentative Map Findings – Numbers 1, 3a, and 4c

Development Plan Approval Finding – Number 2

Conditional Use Permit Finding – Number 2

Site Plan Review Finding – Number 2



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<b>Administrative Services</b>					
94500	3/16/2016	JACKSON/DAVID C.//CRM	RECORDS MGMT CONSULT SVCS	8,296.34	Administrative Services
94595	3/23/2016	LYSIK/GARY J//	REIMBURSE EDUC EXPS- WINTER 16	685.00	Administrative Services
94458	3/15/2016	US BANK	VISA- IPMA	393.00	Administrative Services
94535	3/16/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	201.32	Administrative Services
94458	3/15/2016	US BANK	VISA- SHRM	190.00	Administrative Services
94458	3/15/2016	US BANK	VISA- RECREATION CONNECTION	96.00	Administrative Services
94629	3/23/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	36.00	Administrative Services
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	33.64	Administrative Services
94482	3/16/2016	CYBERCOPY	COPY/PRINTING SERVICE	31.18	Administrative Services
94482	3/16/2016	CYBERCOPY	COPY/PRINTING SERVICE	31.07	Administrative Services
<b>Total Amount for 11 Line Item(s) from Administrative Services</b>				<b>\$10,038.55</b>	
<b>Boards and Commissions</b>					
94458	3/15/2016	US BANK	VISA- BAJA FRESH	167.87	Boards and Commissions
94458	3/15/2016	US BANK	VISA- CORNER BAKERY	156.97	Boards and Commissions
94458	3/15/2016	US BANK	VISA- RALPHS	18.66	Boards and Commissions
<b>Total Amount for 3 Line Item(s) from Boards and Commissions</b>				<b>\$343.50</b>	
<b>City Attorney</b>					
94477	3/16/2016	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	29,803.74	City Attorney
94496	3/16/2016	HOPKINS & CARLEY	LEGAL SERVICES	700.00	City Attorney
94477	3/16/2016	COLANTUONO, HIGHSMITH &	IZADI	591.04	City Attorney
94477	3/16/2016	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	553.06	City Attorney
94666	3/30/2016	HOPKINS & CARLEY	LEGAL SERVICES	448.00	City Attorney
<b>Total Amount for 5 Line Item(s) from City Attorney</b>				<b>\$32,095.84</b>	
<b>City Council</b>					
94458	3/15/2016	US BANK	VISA- CALABASAS CHAMBER	300.00	City Council
94472	3/16/2016	CALABASAS HISTORICAL SOCIETY	MEMBERSHIP DUES- M.S. MAURER	250.00	City Council
94458	3/15/2016	US BANK	VISA- LOVI'S DELI	222.13	City Council
94458	3/15/2016	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
94458	3/15/2016	US BANK	VISA- ROSTI TUSCAN KITCHEN	180.23	City Council



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94557	3/23/2016	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	165.83	City Council
94458	3/15/2016	US BANK	VISA- MEDITERRANEAN PITA GRILL	147.04	City Council
94563	3/23/2016	CONEJO AWARDS	TILE PLAQUE	103.20	City Council
94458	3/15/2016	US BANK	VISA- CORNER BAKERY	19.99	City Council
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	17.45	City Council
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	15.58	City Council
94471	3/16/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	-5.00	City Council
94471	3/16/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	-5.00	City Council
94471	3/16/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	-5.00	City Council
94471	3/16/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	-5.00	City Council
<b>Total Amount for 15 Line Item(s) from City Council</b>				<b>\$1,585.45</b>	
<b>City Management</b>					
94458	3/15/2016	US BANK	VISA- TOSCA NOVA	121.92	City Management
94471	3/16/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	30.00	City Management
<b>Total Amount for 2 Line Item(s) from City Management</b>				<b>\$151.92</b>	
<b>Civic Center O&amp;M</b>					
94562	3/23/2016	CHARLES PANKOW BUILDERS, LTD	GAS LEAK REPAIR- CITY HALL	10,865.87	Civic Center O&M
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,645.64	Civic Center O&M
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,288.29	Civic Center O&M
94495	3/16/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
94548	3/23/2016	AM PM DOOR INC	DOOR REPAIRS	1,950.00	Civic Center O&M
94495	3/16/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
94462	3/16/2016	AM PM DOOR INC	DOOR REPAIRS	641.23	Civic Center O&M
94620	3/23/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	514.76	Civic Center O&M
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	513.42	Civic Center O&M
94620	3/23/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	475.15	Civic Center O&M
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	473.94	Civic Center O&M
94458	3/15/2016	US BANK	VISA- ULINE	459.36	Civic Center O&M
94458	3/15/2016	US BANK	VISA- ULINE	459.36	Civic Center O&M
94490	3/16/2016	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	249.97	Civic Center O&M
94490	3/16/2016	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	249.97	Civic Center O&M
94617	3/23/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	215.37	Civic Center O&M
94617	3/23/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	215.37	Civic Center O&M



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94458	3/15/2016	US BANK	VISA- AMTC	185.29	Civic Center O&M
94458	3/15/2016	US BANK	VISA- HOME DEPOT	125.80	Civic Center O&M
94458	3/15/2016	US BANK	VISA- HOME DEPOT	104.78	Civic Center O&M
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	58.21	Civic Center O&M
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	58.21	Civic Center O&M
94458	3/15/2016	US BANK	VISA- STAPLES DIRECT	57.05	Civic Center O&M
94458	3/15/2016	US BANK	VISA- EASY KEY	13.90	Civic Center O&M
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.90	Civic Center O&M
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.60	Civic Center O&M
94458	3/15/2016	US BANK	VISA- RITE AID	3.26	Civic Center O&M
94458	3/15/2016	US BANK	VISA- MAIL SHOPPE	3.00	Civic Center O&M
94458	3/15/2016	US BANK	VISA- MAIL SHOPPE	3.00	Civic Center O&M
<b>Total Amount for 29 Line Item(s) from Civic Center O&amp;M</b>				<b>\$31,296.61</b>	

## Community Development

94686	3/30/2016	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	12,996.38	Community Development
94558	3/23/2016	CALABASAS CREST LTD	R.A.P.- APR 2016	5,922.00	Community Development
94463	3/16/2016	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES- T. BARTLETT	660.00	Community Development
94535	3/16/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	480.73	Community Development
94700	3/30/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	365.31	Community Development
94458	3/15/2016	US BANK	VISA- CA OF CODE ENFORCEMENT	340.00	Community Development
94659	3/30/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	337.50	Community Development
94458	3/15/2016	US BANK	VISA- US GREEN BUILDING	300.00	Community Development
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	280.00	Community Development
94571	3/23/2016	FLEYSHMAN/ALBERT//	R.A.P.- APR 2016	201.00	Community Development
94597	3/23/2016	MEDVETSKY/LINA//	R.A.P.- APR 2016	201.00	Community Development
94576	3/23/2016	HENDERSON/LYN//	R.A.P.- APR 2016	201.00	Community Development
94618	3/23/2016	SHAHIR/RAHIM//	R.A.P.- APR 2016	201.00	Community Development
94634	3/23/2016	YAZDINIAN/SUSAN//	R.A.P.- APR 2016	201.00	Community Development
94600	3/23/2016	MILES/AUDREY//	R.A.P.- APR 2016	201.00	Community Development
94652	3/30/2016	CR PRINT	WARNING SIGNS	140.61	Community Development
94697	3/30/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
94673	3/30/2016	LOCAL GOVERNMENT PUBLICATIONS	CA LAND USE - 2016 UPDATE	118.66	Community Development
94458	3/15/2016	US BANK	VISA- BEST BUY	100.26	Community Development
94532	3/16/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
94564	3/23/2016	CYBERCOPY	COPY/PRINTING SERVICE	83.39	Community Development



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94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	53.20	Community Development
94656	3/30/2016	CYBERCOPY	COPY/PRINTING SERVICE	47.42	Community Development
94656	3/30/2016	CYBERCOPY	COPY/PRINTING SERVICE	39.08	Community Development
94656	3/30/2016	CYBERCOPY	COPY/PRINTING SERVICE	38.97	Community Development
94656	3/30/2016	CYBERCOPY	COPY/PRINTING SERVICE	36.79	Community Development
94482	3/16/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	10.15	Community Development
<b>Total Amount for 28 Line Item(s) from Community Development</b>				<b>\$23,815.79</b>	

## Community Services

94672	3/30/2016	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AC STELLE	25,000.00	Community Services
94655	3/30/2016	CUSTOM PRINTING, INC.	RECREATION BROCHURE	17,588.43	Community Services
94638	3/30/2016	AGOURA HILLS,CALABASAS COM CTR	FACILITY RENTAL- B-BALL	7,848.00	Community Services
94672	3/30/2016	LAS VIRGENES UNIFIED SCHOOL	4TH OF JULY PROGRAM	5,712.00	Community Services
94626	3/23/2016	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	5,660.90	Community Services
94638	3/30/2016	AGOURA HILLS,CALABASAS COM CTR	FACILITY RENTAL- B-BALL	4,680.00	Community Services
94693	3/30/2016	SUPER SOCCER STARS	RECREATION INSTRUCTOR	3,592.40	Community Services
94654	3/30/2016	CUSTOM MAILING SOLUTIONS	POSTAGE	3,589.00	Community Services
94515	3/16/2016	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	2,776.00	Community Services
94524	3/16/2016	SPORTS N MORE	RECREATION INSTRUCTOR	2,156.00	Community Services
94485	3/16/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	1,637.56	Community Services
94569	3/23/2016	ENGINEERING FOR KIDS	RECREATION INSTRUCTOR	1,438.50	Community Services
94458	3/15/2016	US BANK	VISA- RESTROOM DIRECT	1,388.00	Community Services
94568	3/23/2016	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,255.70	Community Services
94523	3/16/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,230.40	Community Services
94466	3/16/2016	AUDICK/PATRICIA//	RECREATION INSTRUCTOR	1,152.00	Community Services
94567	3/23/2016	DIAL M PRODUCTIONS	ENTERTAINMENT- EGG HUNT	1,075.00	Community Services
94464	3/16/2016	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	1,055.44	Community Services
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,008.69	Community Services
94486	3/16/2016	EDU-CHESS	RECREATION INSTRUCTOR	924.00	Community Services
94669	3/30/2016	JACOBS/SAUL//	RECREATION INSTRUCTOR	906.50	Community Services
94458	3/15/2016	US BANK	VISA- ORIENTAL TRADING CO	810.07	Community Services
94458	3/15/2016	US BANK	VISA- SANTA BARBARA TOUR	699.90	Community Services
94509	3/16/2016	MODERN COLLECTORS, INC	RECREATION INSTRUCTOR	693.00	Community Services
94458	3/15/2016	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
94458	3/15/2016	US BANK	VISA- L.A. TURF CLUB	626.00	Community Services

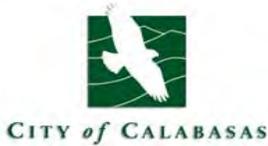


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94689	3/30/2016	SCHULTZ/RONALD//	RECREATION INSTRUCTOR	598.50	Community Services
94458	3/15/2016	US BANK	VISA- FANDANGO	587.50	Community Services
94458	3/15/2016	US BANK	VISA- VIVA WHOLESALE	576.00	Community Services
94479	3/16/2016	COMMERCIAL BUILDING	JANITORIAL SERVICES	570.00	Community Services
94458	3/15/2016	US BANK	VISA- AMC PROMENADE	562.00	Community Services
94540	3/16/2016	ZABLIDOWSKY/PAUL//	RECREATION INSTRUCTOR	542.50	Community Services
94501	3/16/2016	JONES/BILL A.//	SENIOR PROGRAM	500.00	Community Services
94470	3/16/2016	BELSLEY/JAMES//	RECREATION INSTRUCTOR	481.60	Community Services
94546	3/23/2016	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	480.00	Community Services
94542	3/23/2016	A RENTAL CONNECTION	EQUIPMENT RENTAL - SENIOR	452.52	Community Services
94593	3/23/2016	LIPTON/JEREMY//	BASKETBALL OFFICIAL	450.00	Community Services
94617	3/23/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	425.68	Community Services
94586	3/23/2016	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	390.00	Community Services
94510	3/16/2016	NASSERY/HIFA//	RECREATION INSTRUCTOR	385.00	Community Services
94513	3/16/2016	OLD TOWN MUSIC HALL	SENIOR PROGRAM	360.00	Community Services
94598	3/23/2016	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	360.00	Community Services
94547	3/23/2016	ALLEN/HARVEY//	BASKETBALL OFFICIAL	360.00	Community Services
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	344.79	Community Services
94458	3/15/2016	US BANK	VISA- VIKTOR BENES	330.00	Community Services
94458	3/15/2016	US BANK	VISA- RECYCLE AWAY	329.38	Community Services
94608	3/23/2016	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
94601	3/23/2016	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	297.00	Community Services
94458	3/15/2016	US BANK	VISA- THE BAKER	287.20	Community Services
94485	3/16/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	280.00	Community Services
94606	3/23/2016	OSTER/BRITTANY//	BASKETBALL OFFICIAL	270.00	Community Services
94641	3/30/2016	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	263.20	Community Services
94551	3/23/2016	AT&T	TELEPHONE SERVICE	256.75	Community Services
94458	3/15/2016	US BANK	VISA- ADVANCED SIGN & BANNER	240.89	Community Services
94625	3/23/2016	TEMPLE/BRET//	BASKETBALL OFFICIAL	240.00	Community Services
94458	3/15/2016	US BANK	VISA- BAUDVILLE	231.55	Community Services
94475	3/16/2016	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	229.50	Community Services
94458	3/15/2016	US BANK	VISA- 7 ELEVEN	226.56	Community Services
94585	3/23/2016	KELLER/MICHAEL//	BASKETBALL OFFICIAL	210.00	Community Services
94554	3/23/2016	BILCHIK/DANIEL//	BASKETBALL OFFICIAL	210.00	Community Services
94480	3/16/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	202.00	Community Services
94609	3/23/2016	PIXEL PIX DIGITAL PHOTOGRAPHY	PHOTO SERVICES- EGG HUNT	200.00	Community Services
94458	3/15/2016	US BANK	VISA- GIBBON CONSERVATION	200.00	Community Services



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94458	3/15/2016	US BANK	VISA- COSTCO	193.00	Community Services
94579	3/23/2016	HOWARD/CHELSEE//	BASKETBALL OFFICIAL	180.00	Community Services
94624	3/23/2016	TEMME/ROBERT//	BASKETBALL OFFICIAL	180.00	Community Services
94458	3/15/2016	US BANK	VISA- PAPER MART	173.87	Community Services
94619	3/23/2016	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	168.00	Community Services
94616	3/23/2016	RUBIN/RONNIE//	BASKETBALL OFFICIAL	162.00	Community Services
94561	3/23/2016	CANTRELL/LINDA//	RECREATION INSTRUCTOR	154.82	Community Services
94622	3/23/2016	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	150.00	Community Services
94555	3/23/2016	BILCHIK/JONATHON//	BASKETBALL OFFICIAL	150.00	Community Services
94485	3/16/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	140.00	Community Services
94458	3/15/2016	US BANK	VISA- CORNER BAKERY	140.00	Community Services
94458	3/15/2016	US BANK	VISA- LALALAND IMPORTS	137.34	Community Services
94458	3/15/2016	US BANK	VISA- DOLLAR TREE	135.12	Community Services
94556	3/23/2016	BLOK/ILENE//	RECREATION INSTRUCTOR	126.00	Community Services
94458	3/15/2016	US BANK	VISA- SMART & FINAL	125.76	Community Services
94573	3/23/2016	GADBURY/KEITH//	BASKETBALL OFFICIAL	120.00	Community Services
94474	3/16/2016	CAYNE/STACIE//	RECREATION INSTRUCTOR	115.50	Community Services
94613	3/23/2016	RIVERA-PITT/DINNA//	RECREATION INSTRUCTOR	115.50	Community Services
94690	3/30/2016	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	113.52	Community Services
94458	3/15/2016	US BANK	VISA- PARTY CITY	112.72	Community Services
94541	3/16/2016	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES	111.96	Community Services
94527	3/16/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
94458	3/15/2016	US BANK	VISA- MELTING POT	100.00	Community Services
94695	3/30/2016	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	95.52	Community Services
94620	3/23/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	93.40	Community Services
94612	3/23/2016	RICCIO/JOE//	BASKETBALL OFFICIAL	90.00	Community Services
94614	3/23/2016	RIVKIN/MIKE//	BASKETBALL OFFICIAL	90.00	Community Services
94572	3/23/2016	FRANZINO/JACK//	BASKETBALL OFFICIAL	90.00	Community Services
94458	3/15/2016	US BANK	VISA- DIY	86.59	Community Services
94458	3/15/2016	US BANK	VISA- TRADER JOE'S	81.04	Community Services
94458	3/15/2016	US BANK	VISA- PRINTING SERVICES	80.31	Community Services
94537	3/16/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	80.22	Community Services
94497	3/16/2016	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	77.87	Community Services
94458	3/15/2016	US BANK	VISA- MALIBU LAUNDRY	76.25	Community Services
94643	3/30/2016	AT&T	TELEPHONE SERVICE	70.72	Community Services
94668	3/30/2016	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	68.18	Community Services
94458	3/15/2016	US BANK	VISA- ALBERTSONS	63.98	Community Services



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94458	3/15/2016	US BANK	VISA- ALBERTSONS	63.77	Community Services
94649	3/30/2016	CAYNE/STACIE//	RECREATION INSTRUCTOR	63.00	Community Services
94544	3/23/2016	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	62.23	Community Services
94578	3/23/2016	HOLDEN/CHRISTIAN//	BASKETBALL OFFICIAL	60.00	Community Services
94570	3/23/2016	FISHMAN/MICHAEL//	BASKETBALL OFFICIAL	60.00	Community Services
94527	3/16/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
94700	3/30/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	45.89	Community Services
94458	3/15/2016	US BANK	VISA- JOHNNY ROCKETS	43.64	Community Services
94551	3/23/2016	AT&T	TELEPHONE SERVICE	43.28	Community Services
94458	3/15/2016	US BANK	VISA- FRESH BROTHERS	42.00	Community Services
94458	3/15/2016	US BANK	VISA- JOANN STORE	40.41	Community Services
94458	3/15/2016	US BANK	VISA- WESTERN BAGEL	32.50	Community Services
94458	3/15/2016	US BANK	VISA- CANOGA ELECTRIC SUPPLY	30.52	Community Services
94458	3/15/2016	US BANK	VISA- UNION 76	28.99	Community Services
94691	3/30/2016	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	26.25	Community Services
94458	3/15/2016	US BANK	VISA- FRANKLINS HARDWARE	7.84	Community Services
94458	3/15/2016	US BANK	VISA- ALBERTSONS	4.89	Community Services
<b>Total Amount for 117 Line Item(s) from Community Services</b>				<b>\$113,451.01</b>	

## Finance

94602	3/23/2016	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,933.53	Finance
94637	3/30/2016	ADP, INC	PAYROLL PROCESSING	3,257.34	Finance
94460	3/16/2016	ADP, INC	PAYROLL PROCESSING	955.28	Finance
94628	3/23/2016	UTILITY COST MANAGEMENT LLC	UTILITY TAX SERVICES	570.65	Finance
94602	3/23/2016	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
94493	3/16/2016	GOVERNMENT FINANCE OFFICERS	ANNUAL MEMBER DUES-G. LYSIK	225.00	Finance
94577	3/23/2016	HENRY/CEDRIC//	CPA TRAINING CERT FEE	175.00	Finance
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	35.50	Finance
<b>Total Amount for 8 Line Item(s) from Finance</b>				<b>\$10,652.30</b>	

## Klubhouse Preschool

94458	3/15/2016	US BANK	VISA- COSTCO	1,900.39	Klubhouse Preschool
94479	3/16/2016	COMMERCIAL BUILDING	JANITORIAL SERVICES	1,330.00	Klubhouse Preschool
94484	3/16/2016	DEPARTMENT OF SOCIAL SERVICES	ANNUAL LIC FEE-KLUBHOUSE	968.00	Klubhouse Preschool
94535	3/16/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	559.93	Klubhouse Preschool



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94475	3/16/2016	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	535.50	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- ORIENTAL TRADING CO	440.70	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- LAKESHORE LEARNING	279.00	Klubhouse Preschool
94553	3/23/2016	BEHAVIORAL LEARNING CTR, INC.	STAFF DEVELOPMENT	270.00	Klubhouse Preschool
94633	3/23/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	188.78	Klubhouse Preschool
94497	3/16/2016	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	181.69	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- SMART & FINAL	177.59	Klubhouse Preschool
94643	3/30/2016	AT&T	TELEPHONE SERVICE	165.01	Klubhouse Preschool
94668	3/30/2016	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	159.09	Klubhouse Preschool
94519	3/16/2016	SECURAL SECURITY CORP	SECURITY- OPEN HOUSE	156.09	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- SCOOTERS JUNGLE	150.00	Klubhouse Preschool
94615	3/23/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	146.40	Klubhouse Preschool
94544	3/23/2016	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	145.20	Klubhouse Preschool
94518	3/16/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	128.00	Klubhouse Preschool
94685	3/30/2016	READYREFRESH BY NESTLE	WATER SERVICE	103.50	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- L.A. SPARKS	100.00	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- HOME DEPOT	98.13	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- PETCO	93.65	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- BECKER'S SCHOOL SUPPLIES	80.12	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- HOME DEPOT	79.21	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- SHINDIGZ.COM	59.99	Klubhouse Preschool
94617	3/23/2016	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSIDE	54.60	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- CA SCIENCE CTR	25.00	Klubhouse Preschool
94458	3/15/2016	US BANK	VISA- MINDWARE	-132.86	Klubhouse Preschool
<b>Total Amount for 28 Line Item(s) from Klubhouse Preschool</b>				<b>\$8,442.71</b>	

## Library

94458	3/15/2016	US BANK	VISA- ALEPHOBJECTS	1,324.85	Library
94458	3/15/2016	US BANK	VISA- BARCODES INC	748.33	Library
94605	3/23/2016	OCLC, INC.	MEMBERSHIP DUES- FEB 2016	662.10	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	633.97	Library
94458	3/15/2016	US BANK	VISA- ILA	369.92	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	362.47	Library
94610	3/23/2016	RECORDED BOOKS, LLC	BOOKS ON CD	322.78	Library
94517	3/16/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	321.04	Library
94574	3/23/2016	GALE CENGAGE LEARNING	E-BOOKS	320.32	Library



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94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	308.94	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	307.95	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	291.80	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	290.21	Library
94627	3/23/2016	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
94516	3/16/2016	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	263.84	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	250.00	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	242.99	Library
94574	3/23/2016	GALE CENGAGE LEARNING	E-BOOKS	239.36	Library
94574	3/23/2016	GALE CENGAGE LEARNING	E-BOOKS	227.92	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	212.19	Library
94458	3/15/2016	US BANK	VISA- BOLT PRINTING	203.33	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	194.84	Library
94458	3/15/2016	US BANK	VISA- ALA	187.00	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	166.68	Library
94551	3/23/2016	AT&T	TELEPHONE SERVICE	164.62	Library
94491	3/16/2016	GALE CENGAGE LEARNING	E-BOOKS	160.16	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	158.94	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	143.66	Library
94599	3/23/2016	MIDWEST TAPE	DVD'S-LIBRARY	132.66	Library
94552	3/23/2016	BAKER & TAYLOR	BOOKS-LIBRARY	121.37	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	103.45	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	98.82	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	93.44	Library
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	84.82	Library
94516	3/16/2016	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	81.81	Library
94517	3/16/2016	RECORDED BOOKS, LLC	BOOKS ON CD	76.41	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	71.63	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	65.00	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	64.88	Library
94610	3/23/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	62.65	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	62.07	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	58.48	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	58.02	Library
94599	3/23/2016	MIDWEST TAPE	DVD'S-LIBRARY	57.44	Library
94517	3/16/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
94458	3/15/2016	US BANK	VISA- USPS	56.12	Library



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94458	3/15/2016	US BANK	VISA- COSTCO	56.00	Library
94517	3/16/2016	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	43.49	Library
94458	3/15/2016	US BANK	VISA- SMART & FINAL	43.25	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.16	Library
94516	3/16/2016	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	38.86	Library
94646	3/30/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	33.98	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	32.61	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	30.84	Library
94599	3/23/2016	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
94599	3/23/2016	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.61	Library
94517	3/16/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	25.99	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.49	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	22.32	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.61	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.28	Library
94458	3/15/2016	US BANK	VISA- MICHAELS	19.84	Library
94499	3/16/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.16	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.29	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.14	Library
94458	3/15/2016	US BANK	VISA- USPS	16.50	Library
94552	3/23/2016	BAKER & TAYLOR	BOOKS-LIBRARY	15.85	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.36	Library
94574	3/23/2016	GALE CENGAGE LEARNING	E-BOOKS	13.15	Library
94581	3/23/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	12.62	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	10.50	Library
94468	3/16/2016	BAKER & TAYLOR	BOOKS-LIBRARY	10.21	Library
94458	3/15/2016	US BANK	VISA- RITE AID	3.48	Library
94574	3/23/2016	GALE CENGAGE LEARNING	E-BOOKS	-686.40	Library
<b>Total Amount for 79 Line Item(s) from Library</b>				<b>\$10,892.53</b>	

LMD #22

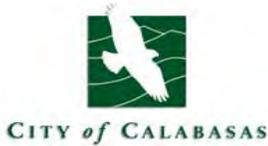


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94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,534.21	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,891.82	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,845.06	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,268.00	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,900.43	LMD #22
94467	3/16/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,478.76	LMD #22
94604	3/23/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	4,975.00	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,851.71	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,590.39	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,963.97	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,808.81	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,649.07	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,944.05	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,408.00	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,257.74	LMD #22
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,649.47	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,507.93	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,354.30	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,321.00	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,233.85	LMD #22
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,221.37	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	976.00	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	727.76	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	674.47	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	558.49	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	536.07	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	456.41	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	452.82	LMD #22
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	399.39	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	367.39	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	342.18	LMD #22
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	318.77	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	303.35	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	295.65	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	284.92	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	270.00	LMD #22
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	262.82	LMD #22

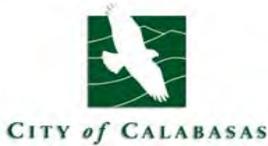


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94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	231.13	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	203.77	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	162.32	LMD #22
94523	3/16/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	130.46	LMD #22
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	116.41	LMD #22
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	92.20	LMD #22
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	80.12	LMD #22
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	79.05	LMD #22
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	52.64	LMD #22
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	21.81	LMD #22
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	12.70	LMD #22
<b>Total Amount for 48 Line Item(s) from LMD #22</b>				<b>\$101,064.04</b>	
<b><u>LMD #24</u></b>					
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,869.43	LMD #24
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	860.29	LMD #24
94512	3/16/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	825.00	LMD #24
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	400.00	LMD #24
94533	3/16/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	150.00	LMD #24
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	129.88	LMD #24
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	0.91	LMD #24
<b>Total Amount for 7 Line Item(s) from LMD #24</b>				<b>\$7,235.51</b>	
<b><u>LMD #27</u></b>					
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,115.76	LMD #27
94671	3/30/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	41.87	LMD #27
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	0.23	LMD #27
<b>Total Amount for 3 Line Item(s) from LMD #27</b>				<b>\$1,157.86</b>	
<b><u>LMD #32</u></b>					
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,844.73	LMD #32
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	490.76	LMD #32
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	0.23	LMD #32



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<b>Total Amount for 3 Line Item(s) from LMD #32</b>				<b>\$2,335.72</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
94677	3/30/2016	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,590.07	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,687.89	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,073.86	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,538.96	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,412.97	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,866.52	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,573.47	LMD 22 - Common Benefit Area
94696	3/30/2016	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	1,400.00	LMD 22 - Common Benefit Area
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,185.95	LMD 22 - Common Benefit Area
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	982.09	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	727.45	LMD 22 - Common Benefit Area
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	694.01	LMD 22 - Common Benefit Area
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	381.98	LMD 22 - Common Benefit Area
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	362.99	LMD 22 - Common Benefit Area
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	288.96	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	242.05	LMD 22 - Common Benefit Area
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	181.87	LMD 22 - Common Benefit Area
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	95.55	LMD 22 - Common Benefit Area
94523	3/16/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	89.32	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	71.61	LMD 22 - Common Benefit Area
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	46.23	LMD 22 - Common Benefit Area
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	8.62	LMD 22 - Common Benefit Area
<b>Total Amount for 23 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$45,232.42</b>	
<b><u>Media Operations</u></b>					
94680	3/30/2016	NIC PARTNERS INC.	VOIP PSA PROJECT	16,463.68	Media Operations
94521	3/16/2016	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	3,105.00	Media Operations
94632	3/23/2016	VERIZON WIRELESS	TELEPHONE SERVICE	2,353.62	Media Operations
94458	3/15/2016	US BANK	VISA- AMAZON.COM	1,113.49	Media Operations
94662	3/30/2016	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
94526	3/16/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations



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94694	3/30/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
94694	3/30/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	367.72	Media Operations
94458	3/15/2016	US BANK	VISA- LOGMEIN.COM	349.00	Media Operations
94458	3/15/2016	US BANK	VISA- B&H PHOTO	312.05	Media Operations
94458	3/15/2016	US BANK	VISA- B&H PHOTO	309.76	Media Operations
94526	3/16/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	269.48	Media Operations
94627	3/23/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	98.24	Media Operations
94528	3/16/2016	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	94.06	Media Operations
94458	3/15/2016	US BANK	VISA- UBIQUITI NETWORKS	93.32	Media Operations
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	61.72	Media Operations
94459	3/16/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94459	3/16/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94459	3/16/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94459	3/16/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94458	3/15/2016	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
94458	3/15/2016	US BANK	VISA- ADOBE SYSTEMS	49.99	Media Operations
94644	3/30/2016	AT&T MOBILITY	TELEPHONE SERVICE	46.51	Media Operations
94458	3/15/2016	US BANK	VISA- FRY'S ELECTRONICS	44.68	Media Operations
94458	3/15/2016	US BANK	VISA- WESTERN BAGEL	39.25	Media Operations
94458	3/15/2016	US BANK	VISA- JOHNNY ROCKETS	33.43	Media Operations
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	21.23	Media Operations
94458	3/15/2016	US BANK	VISA- RALPHS	15.16	Media Operations
<b>Total Amount for 28 Line Item(s) from Media Operations</b>				<b>\$27,032.24</b>	

**Non-Departmental**

94658	3/30/2016	DREAM BIG SCULPTURE	ART SCULPTURE 1/3 PAYMENT	25,000.00	Non-Departmental
94687	3/30/2016	ROTARY CLUB OF CALABASAS	NEIGHBORS IN NEED PROGRAM	25,000.00	Non-Departmental
94678	3/30/2016	MS CONSTRUCTION	CDBG RES REHAB- MUTTER	9,940.00	Non-Departmental
94678	3/30/2016	MS CONSTRUCTION	CDBG RES REHAB- HAMUDOT	9,085.00	Non-Departmental
94617	3/23/2016	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,812.46	Non-Departmental
94582	3/23/2016	IRON MOUNTAIN	STORAGE SERVICES	2,273.79	Non-Departmental
94458	3/15/2016	US BANK	VISA- UNCLE BOB'S STORAGE	1,940.00	Non-Departmental
94582	3/23/2016	IRON MOUNTAIN	STORAGE SERVICES	1,798.84	Non-Departmental
94508	3/16/2016	MICHAEL BAKER INTERNATIONAL	HOUSING REHAB SERVICES	1,710.00	Non-Departmental
94582	3/23/2016	IRON MOUNTAIN	STORAGE SERVICES	1,357.97	Non-Departmental
94679	3/30/2016	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	793.62	Non-Departmental



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94679	3/30/2016	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	750.27	Non-Departmental
94458	3/15/2016	US BANK	VISA- COSTCO	688.73	Non-Departmental
94675	3/30/2016	MAILFINANCE	POSTAGE METER LEASE	451.68	Non-Departmental
94458	3/15/2016	US BANK	VISA- COFFEE WHOLESAL USA	435.39	Non-Departmental
94458	3/15/2016	US BANK	VISA- COSTCO	415.72	Non-Departmental
94682	3/30/2016	PAPER RECYCLING & SHREDDING	ARCHIVAL RECORD DESTRUCTION	385.00	Non-Departmental
94685	3/30/2016	READYREFRESH BY NESTLE	WATER SERVICE	362.06	Non-Departmental
94458	3/15/2016	US BANK	VISA- COFFEE WHOLESAL USA	198.59	Non-Departmental
94560	3/23/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
94488	3/16/2016	FEDERAL EXPRESS CORP.	COURIER SERVICE	60.49	Non-Departmental
94458	3/15/2016	US BANK	VISA- AMAZON.COM	49.99	Non-Departmental
94560	3/23/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- NMC09173	32.64	Non-Departmental
94458	3/15/2016	US BANK	VISA- RALPHS	26.96	Non-Departmental
94660	3/30/2016	FEDERAL EXPRESS CORP.	COURIER SERVICE	19.81	Non-Departmental
94458	3/15/2016	US BANK	VISA- USPS	16.50	Non-Departmental

**Total Amount for 26 Line Item(s) from Non-Departmental**

**\$85,666.61**

## Payroll

94663	3/30/2016	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94701	3/30/2016	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94661	3/30/2016	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94665	3/30/2016	HILL/BOB//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94674	3/30/2016	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94648	3/30/2016	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	910.25	Payroll
94607	3/23/2016	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- APR 16	72.00	Payroll

**Total Amount for 8 Line Item(s) from Payroll**

**\$13,375.25**

## Police / Fire / Safety

94506	3/16/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2016	350,150.25	Police / Fire / Safety
94506	3/16/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2016	15,160.01	Police / Fire / Safety
94587	3/23/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,201.60	Police / Fire / Safety
94587	3/23/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	219.20	Police / Fire / Safety
94592	3/23/2016	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	117.95	Police / Fire / Safety



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<b>Total Amount for 5 Line Item(s) from Police / Fire / Safety</b>				<b>\$369,849.01</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
94458	3/15/2016	US BANK	VISA- MACKAY COMMUNICATION	233.58	Public Safety & Emergency Preparedness
<b>Total Amount for 1 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$233.58</b>	
<b><u>Public Works</u></b>					
94584	3/23/2016	JT GENERAL CONSTRUCTION	CONSULTING SVCS- ROUNDABOUT	20,320.00	Public Works
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,765.14	Public Works
94688	3/30/2016	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	11,688.00	Public Works
94688	3/30/2016	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	8,753.28	Public Works
94688	3/30/2016	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	7,640.64	Public Works
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,486.61	Public Works
94476	3/16/2016	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,827.34	Public Works
94683	3/30/2016	PAVEMENT ENGINEERING INC	ANNUAL STREET OVERLAY PROJECT	5,797.50	Public Works
94583	3/23/2016	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	4,928.00	Public Works
94604	3/23/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	4,750.00	Public Works
94525	3/16/2016	SUSTAINABLE SOLUTIONS SERVICES	ROAD CLEAN-UP	4,280.00	Public Works
94538	3/16/2016	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,475.00	Public Works
94630	3/23/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,381.42	Public Works
94651	3/30/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,777.22	Public Works
94543	3/23/2016	ABOVE AND BEYOND, INC	INFLATABLE GLOBE	1,446.10	Public Works
94534	3/16/2016	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
94698	3/30/2016	VARELA/ADRIAN//	INSPECTION SERVICES	1,350.00	Public Works
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,327.32	Public Works
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,289.28	Public Works
94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,214.00	Public Works
94511	3/16/2016	NATIONAL DATA & SURVEYING SVCS	TRAFFIC COUNTERS	975.00	Public Works
94539	3/16/2016	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	840.00	Public Works
94539	3/16/2016	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	803.75	Public Works
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	652.73	Public Works
94671	3/30/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	615.88	Public Works
94459	3/16/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	586.76	Public Works
94591	3/23/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works
94591	3/23/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works



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94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATEWAY	550.00	Public Works
94671	3/30/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	520.93	Public Works
94539	3/16/2016	WILLDAN ASSOCIATES INC.	PRECISE GRADING REVIEW	437.50	Public Works
94458	3/15/2016	US BANK	VISA- CORNER BAKERY	390.00	Public Works
94651	3/30/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	388.91	Public Works
94459	3/16/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	331.76	Public Works
94458	3/15/2016	US BANK	VISA- GRAINGER	302.38	Public Works
94483	3/16/2016	DANOUS/ANOEL//	CONSULTING SERVICES	300.00	Public Works
94566	3/23/2016	DANOUS/ANOEL//	CONSULTING SERVICES	300.00	Public Works
94657	3/30/2016	DANOUS/ANOEL//	CONSULTING SERVICES	300.00	Public Works
94459	3/16/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
94458	3/15/2016	US BANK	VISA- ASCE	225.00	Public Works
94507	3/16/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	187.57	Public Works
94481	3/16/2016	COUNTY SANITATION DISTRICT	REFUSE FEES- FEB 2016	179.80	Public Works
94676	3/30/2016	MANERI SIGN, INC.	TRAFFIC SIGNS	178.76	Public Works
94494	3/16/2016	HANBAL/MAHER//	CONSULTING SERVICES	160.00	Public Works
94575	3/23/2016	HANBAL/MAHER//	CONSULTING SERVICES	160.00	Public Works
94664	3/30/2016	HANBAL/MAHER//	CONSULTING SERVICES	160.00	Public Works
94458	3/15/2016	US BANK	VISA- CAPCA	145.00	Public Works
94642	3/30/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	105.25	Public Works
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	94.49	Public Works
94458	3/15/2016	US BANK	VISA- HD SUPPLY	87.19	Public Works
94530	3/16/2016	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	85.50	Public Works
94458	3/15/2016	US BANK	VISA- HOME DEPOT	61.19	Public Works
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	56.64	Public Works
94523	3/16/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.56	Public Works
94458	3/15/2016	US BANK	VISA- HOME DEPOT	47.97	Public Works
94632	3/23/2016	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
94458	3/15/2016	US BANK	VISA- HOME DEPOT	33.62	Public Works
94465	3/16/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	28.67	Public Works
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	15.00	Public Works
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	14.30	Public Works
<b>Total Amount for 60 Line Item(s) from Public Works</b>				<b>\$124,744.18</b>	

**Recoverable / Refund / Liability**

94699	3/30/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATEWAY	12,444.23	Recoverable / Refund / Liability
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94514	3/16/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	863.78	Recoverable / Refund / Liability
94681	3/30/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	795.36	Recoverable / Refund / Liability
94580	3/23/2016	ILLINOIS STUDENT ASSISTANCE	WAGE GARNISHMENT- 3/18/16	327.29	Recoverable / Refund / Liability
94607	3/23/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	249.36	Recoverable / Refund / Liability
94607	3/23/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	228.90	Recoverable / Refund / Liability
94594	3/23/2016	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 3/18/16	200.00	Recoverable / Refund / Liability
94531	3/16/2016	UNITED EXPRESS CONSTRUCTION	REFUND BUILDING PERMIT	139.20	Recoverable / Refund / Liability
94514	3/16/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	118.53	Recoverable / Refund / Liability
94522	3/16/2016	SOROKA/ROBERT//	FACILITY RENTAL REFUND	84.00	Recoverable / Refund / Liability
94623	3/23/2016	TANDON/RAHUL//	FACILITY RENTAL REFUND	84.00	Recoverable / Refund / Liability
94565	3/23/2016	DANKO/CHRISTOPHER//	FACILITY RENTAL REFUND	84.00	Recoverable / Refund / Liability
94565	3/23/2016	DANKO/CHRISTOPHER//	FACILITY RENTAL REFUND	82.50	Recoverable / Refund / Liability
94522	3/16/2016	SOROKA/ROBERT//	FACILITY RENTAL REFUND	60.00	Recoverable / Refund / Liability
94621	3/23/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 3/18/16	46.15	Recoverable / Refund / Liability
94611	3/23/2016	REICHFELD/RAZ//	REFUND BUILDING PERMIT	37.20	Recoverable / Refund / Liability
94623	3/23/2016	TANDON/RAHUL//	FACILITY RENTAL REFUND	30.00	Recoverable / Refund / Liability
94631	3/23/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATEWAY	-27.50	Recoverable / Refund / Liability
94678	3/30/2016	MS CONSTRUCTION	CDBG RES REHAB- HAMUDOT	-908.50	Recoverable / Refund / Liability
94678	3/30/2016	MS CONSTRUCTION	CDBG RES REHAB- MUTTER	-994.00	Recoverable / Refund / Liability
94487	3/16/2016	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	-3,518.31	Recoverable / Refund / Liability

**Total Amount for 21 Line Item(s) from Recoverable / Refund / Liability**

**\$10,426.19**

## Senior Center Construction

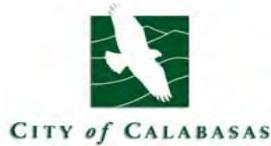
94670	3/30/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	3,960.00	Senior Center Construction
94529	3/16/2016	TWINING LABORATORIES	FIELD INSPECTIONS- SR CTR	2,203.20	Senior Center Construction
94492	3/16/2016	GEODYNAMICS	SENIOR CENTER ENGINEERING	1,014.00	Senior Center Construction

**Total Amount for 3 Line Item(s) from Senior Center Construction**

**\$7,177.20**

## Tennis & Swim Center

94475	3/16/2016	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	3,350.00	Tennis & Swim Center
94475	3/16/2016	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	3,280.00	Tennis & Swim Center
94645	3/30/2016	BROWN & BROWN FENCE CO	GATE REPAIR	2,436.00	Tennis & Swim Center
94667	3/30/2016	HORIZON MECHANICAL CONTRACTORS	POOL REPAIRS	2,416.00	Tennis & Swim Center
94671	3/30/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,061.35	Tennis & Swim Center
94504	3/16/2016	KEISER	FITNESS EQUIPMENT	1,722.28	Tennis & Swim Center



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94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,511.14	Tennis & Swim Center
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,509.73	Tennis & Swim Center
94473	3/16/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,206.76	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- VAN NUYS PLYWOOD	946.33	Tennis & Swim Center
94647	3/30/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	944.85	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- VAN NUYS PLYWOOD	924.60	Tennis & Swim Center
94475	3/16/2016	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	880.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- HOME DEPOT	844.93	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- RETOUR TENNIS	796.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- NATIONAL GYM SUPPLY	780.80	Tennis & Swim Center
94526	3/16/2016	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	714.92	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- OFFICE DEPOT	665.04	Tennis & Swim Center
94473	3/16/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	656.27	Tennis & Swim Center
94478	3/16/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	624.32	Tennis & Swim Center
94473	3/16/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- RX FITNESS	572.68	Tennis & Swim Center
94478	3/16/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	490.50	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- SUPER A CLEANERS	460.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- CALABASAS PRINTING	446.90	Tennis & Swim Center
94636	3/23/2016	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	427.00	Tennis & Swim Center
94703	3/30/2016	WELTER/FRANCES//	RECREATION INSTRUCTOR	427.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- HOME DEPOT	405.89	Tennis & Swim Center
94620	3/23/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	392.50	Tennis & Swim Center
94650	3/30/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	385.21	Tennis & Swim Center
94702	3/30/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	347.13	Tennis & Swim Center
94596	3/23/2016	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	296.97	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- PYRAMID PIPE & SUPPLY	293.75	Tennis & Swim Center
94702	3/30/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	293.26	Tennis & Swim Center
94647	3/30/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	257.32	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- POWER SYSTEMS	249.14	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- DECOR COLOR & DESIGN	237.71	Tennis & Swim Center
94473	3/16/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	225.00	Tennis & Swim Center
94498	3/16/2016	ICHOVA/SVETLANA//	RECREATION INSTRUCTOR	224.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- SWIM OUTLET	223.51	Tennis & Swim Center
94635	3/23/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- ARC SERVICES	220.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- PRO BOXING	207.08	Tennis & Swim Center



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94458	3/15/2016	US BANK	VISA- CONSTANT CONTACT	200.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- CORNER BAKERY	195.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- RALPHS	153.48	Tennis & Swim Center
94473	3/16/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	150.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- ADOLF KIEFER	114.68	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- HOME DEPOT	108.87	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- SHERWIN WILLIAMS	105.27	Tennis & Swim Center
94536	3/16/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	101.33	Tennis & Swim Center
94480	3/16/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	101.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- PICKLEBALL CENTRAL	99.96	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- WEBSTAIRANT	84.87	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- LESLIE'S POOL SUPPLY	83.24	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- LOWES	81.79	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- G & F LIGHTING	69.50	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- VISTA PAINT	67.77	Tennis & Swim Center
94617	3/23/2016	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- SMART & FINAL	51.95	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- CRAIGSLIST.COM	45.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- USTA TOURNAMENT	43.00	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- BEST BUY	38.12	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- DIY	34.55	Tennis & Swim Center
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	34.02	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- FRANKLINS HARDWARE	30.66	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- UNION 76	30.52	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- RADIO SHACK	29.40	Tennis & Swim Center
94545	3/23/2016	AIRGAS- WEST	TC HELIUM	28.36	Tennis & Swim Center
94639	3/30/2016	AIRGAS- WEST	TC HELIUM	26.91	Tennis & Swim Center
94653	3/30/2016	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2016	14.18	Tennis & Swim Center
94458	3/15/2016	US BANK	VISA- CANOGA ELECTRIC	7.57	Tennis & Swim Center
<b>Total Amount for 72 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$38,360.33</b>	

## Transportation

94520	3/16/2016	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	757,733.40	Transportation
94487	3/16/2016	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	70,366.22	Transportation
94469	3/16/2016	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	39,880.71	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 16	24,853.60	Transportation

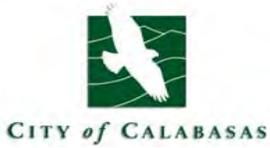


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94503	3/16/2016	JT GENERAL CONSTRUCTION	CONSULTING SVCS- PARK & RIDE	12,800.00	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 16	12,434.22	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	12,335.52	Transportation
94640	3/30/2016	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,343.80	Transportation
94461	3/16/2016	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,814.63	Transportation
94505	3/16/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	4,500.00	Transportation
94523	3/16/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,407.81	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 16	2,815.26	Transportation
94549	3/23/2016	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- APR 2016	1,925.00	Transportation
94692	3/30/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,243.52	Transportation
94590	3/23/2016	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 16	1,088.59	Transportation
94489	3/16/2016	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD PROJ	900.57	Transportation
94550	3/23/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	787.11	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	570.00	Transportation
94502	3/16/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	540.00	Transportation
94502	3/16/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	420.00	Transportation
94603	3/23/2016	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- MAR 16	386.36	Transportation
94700	3/30/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	321.52	Transportation
94458	3/15/2016	US BANK	VISA- BARNES & NOBLE	250.00	Transportation
94559	3/23/2016	CALIFORNIA DEPARTMENT OF	PERMIT EXTENSION FEE	245.50	Transportation
94589	3/23/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	207.84	Transportation
94588	3/23/2016	LA DWP	METER SERVICE - TRAFFIC METER	139.71	Transportation
94458	3/15/2016	US BANK	VISA- SHELL OIL	138.38	Transportation
94458	3/15/2016	US BANK	VISA- CHEVRON	137.31	Transportation
94465	3/16/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	119.57	Transportation
94458	3/15/2016	US BANK	VISA- HOME DEPOT	88.38	Transportation
94458	3/15/2016	US BANK	VISA- EXXON MOBIL	77.12	Transportation
94458	3/15/2016	US BANK	VISA- MOBILE ASSETS SOLUTIONS	74.96	Transportation
94458	3/15/2016	US BANK	VISA- EXXON MOBIL	66.85	Transportation
94458	3/15/2016	US BANK	VISA- UNION 76	63.99	Transportation
94458	3/15/2016	US BANK	VISA- WOODLAND HILLS HONDA	62.81	Transportation
94458	3/15/2016	US BANK	VISA- UNION 76	61.00	Transportation
94458	3/15/2016	US BANK	VISA- EXXON MOBIL	57.70	Transportation
94458	3/15/2016	US BANK	VISA- RABI INC	54.65	Transportation
94458	3/15/2016	US BANK	VISA- RABI INC	43.24	Transportation
94458	3/15/2016	US BANK	VISA- SHELL OIL	35.58	Transportation



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94458	3/15/2016	US BANK	VISA- RABI INC	30.03	Transportation
94651	3/30/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	29.36	Transportation
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	27.67	Transportation
94458	3/15/2016	US BANK	VISA- EXXON MOBIL	27.49	Transportation
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	24.43	Transportation
94458	3/15/2016	US BANK	VISA- UNION 76	20.33	Transportation
94458	3/15/2016	US BANK	VISA- USPS	16.10	Transportation
94458	3/15/2016	US BANK	VISA- USPS	14.55	Transportation
94684	3/30/2016	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	11.00	Transportation
<b>Total Amount for 50 Line Item(s) from Transportation</b>				<b>\$962,793.39</b>	
<b>GRAND TOTAL for 683 Line Items</b>				<b>\$2,039,449.74</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

<b>27-Apr</b>		
CC	Presentation	Sheriff's Crime Report
PW	Consent	Adoption of Resolution No. 2016-1498 authorizing staff to submit a grant application to State Water Resources Control Board for Planning and Design of Citywide Green Street Project funded thru Proposition 1 - Storm Water Grant Program (SWGP)
PW	Consent	Approval of amendment to professional services agreement with Questa Engineering Corporation in the amount of \$28,861 for additional services to prepare technical plan, specification and cost estimate for Las Virgenes Creek Restoration Project – Phase II
PW	Consent	Approval of MOU for Coordinated Integrated Monitoring Program in the Malibu Creek Watershed Management Area
CD	Public Hearing-Continued	Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)

**Future Items**

CC	Presentation	Community Choice Aggregation Program
CD	Consent	Annual update of the City's Tobacco Retailer Registration Program
PW	New Business	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessment proceedings
CD	New Business	Discussion of Ridgeline Ordinance and residential story pole policy
PW	New Business	Las Virgenes Road construction update
PW	Consent	Hydrating stations
PS	New Business	Introduction of ordinance regarding LA County Code Title 13
CD	New Business	Recommendation from Planning Commission regarding appeals fees
CC	Presentation	Girl Scouts recognition
PW	Public Hearing	Final Eng Report - Approve Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CC	New Business	Certify balloting & declare results for Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CD	New Business	Plaque recommendations by the HPC
CC	Consent	Conflict of Interest Code update
PW	New Business	Environmental Commission review of programs/ordinances (smoking, plastic bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Business recognition program for environmental efforts
PW	New Business	Public Works project process
CD	New Business	Banners at project sites/story pole policy change

**2016 CITY COUNCIL MEETING DATES**

May 11 - Canceled - CCCA Conference	Sep 14
May 25	Sep 28
Jun 8	Oct 12 - Canceled - Yom Kippur
Jun 22	Oct 26
Jul 13 - Canceled	Nov 9
Jul 27 - Canceled	Nov 23 - Canceled - Thanksgiving Eve
Aug 10	Nov 30 - Council Reorganization
Aug 24	Dec 14
	Dec 28 - Canceled