



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, APRIL 23, 2014
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

The starting times listed for each agenda item should be considered a guideline only. The City Council 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. You may speak on a closed session item prior to Council's discussion. To do so, please submit a speaker card to the City Clerk at least 5 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, please submit any letters or emails 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 Cub Scout Pack 333
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.

PRESENTATIONS – 7:20 P.M.

- Special Olympics 2015 Host City Agreement Signing
- [Sheriff's Crime Report](#)

ORAL COMMUNICATIONS – PUBLIC COMMENT – 7:45 P.M.

CONSENT ITEMS – 7:50 P.M.

1. [Approval of meeting minutes from April 9, 2014.](#)
2. [Approval of reappointment of Jennifer Awrey \(Martin\) to the Library Commission for a three-year term; and reappointment of Bert Rosario \(CERP representative\) to the Public Safety Commission for a two-year term.](#)

3. [Adoption of Resolution No. 2014-1405, initiating proceedings for the levy and collection of assessments within Landscape Maintenance District 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and ordering a preliminary Engineer's Report; Resolution No. 2014-1406, 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 2014-2015; Resolution No. 2014-1407, 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.](#)
4. [Adoption of Ordinance No. 2014-314 to amend Section 17.12.050 of the Calabasas Municipal Code related to Antennas/Personal Wireless Telecommunications Facilities, to delete preempted portions regarding radiofrequency emissions and to add a provision requiring completion of a Federal Communications Commission form as part of an application for a Wireless Facility Permit.](#)
5. [Adoption of Resolution 2014-1403, authorizing and approving the execution of a cooperation agreement with the Los Angeles Urban County Community Development Block Grant for Fiscal Years 2015-2018.](#)
6. [Adoption of Resolution No. 2014-1411, amending Resolution No. 2008-1150 to reduce the speed limit on Park Sorrento, between Park Adelfa and 250 feet north of Park Olivo to a speed limit of 25 miles per hour.](#)
7. [Recommendation to extend professional services agreement with Rincon Consultants, Inc. for environmental consulting services to December 31, 2014.](#)
8. [Recommendation to extend professional services agreement with Envicom Corporation for environmental consulting services to December 31, 2014.](#)
9. [Recommendation to extend professional services agreement with Environmental Science Associates for environmental consulting services to December 31, 2014.](#)
10. [Approval of new logo for the City's Historic Preservation Commission.](#)
11. [Letter of support for a Caltrans Wildlife Corridor Crossing grant at the U.S. 101 and Liberty Canyon Road.](#)

NEW BUSINESS – 8:00 P.M.

12. Recommendation from the Senior Task Force to approve a two story massing of the Calabasas Senior Center.
13. Recommendation to award a professional services agreement for building code services to M6 Consulting in the amount of \$1,250,000 for five years.

PUBLIC HEARING – 8:30 P.M.

14. Presentation of the Annual Housing Element progress report.
15. Introduction of Ordinance No. 2014-313 to substitute use of a public parking lot for the requirement to maintain offsite parking for a restaurant at 23538 Calabasas Road in the Commercial Old Town (CT) District and to accept the Planning Commission finding that acquisition of the property at 23577 Calabasas Road is consistent with the Calabasas General Plan. The project is categorically exempt from environmental review in accordance with Section 15301 (Class 1) Existing Facilities (E) Additions; 15303 (Class 3) (C and E) New Construction of Small Structures (A Restaurant and Accessory Structures); and Section 15311 (Class 11)(B) Small Parking Lots, of the California Environmental Quality Act (CEQA) Guidelines.

INFORMATIONAL REPORTS – 9:00 P.M.

16. Check Register for the period of April 2-11, 2014.

TASK FORCE REPORTS – 9:05 P.M.

CITY MANAGER’S REPORT – 9:10 P.M.

FUTURE AGENDA ITEMS – 9:13 P.M.

ADJOURN – 9:15 P.M.

The City Council will adjourn to a special meeting scheduled on Tuesday, May 13, 2014, at 7:00 p.m.

Calabasas Crime Report

April 23, 2014

Calabasas Crime Report

Crime	March 2014	YTD 2014	YTD 2013	Change
Homicide	0	0	0	0
Rape	0	0	1	-1
Robbery	0	0	0	0
Assault	0	1	0	+1
Arson	0	2	0	+2
Grand Theft Auto	0	1	0	+1
Domestic Violence- Felony	0	0	1	-1
Domestic Violence- Misdemeanor	4	11	4	+7

Calabasas Crime Report

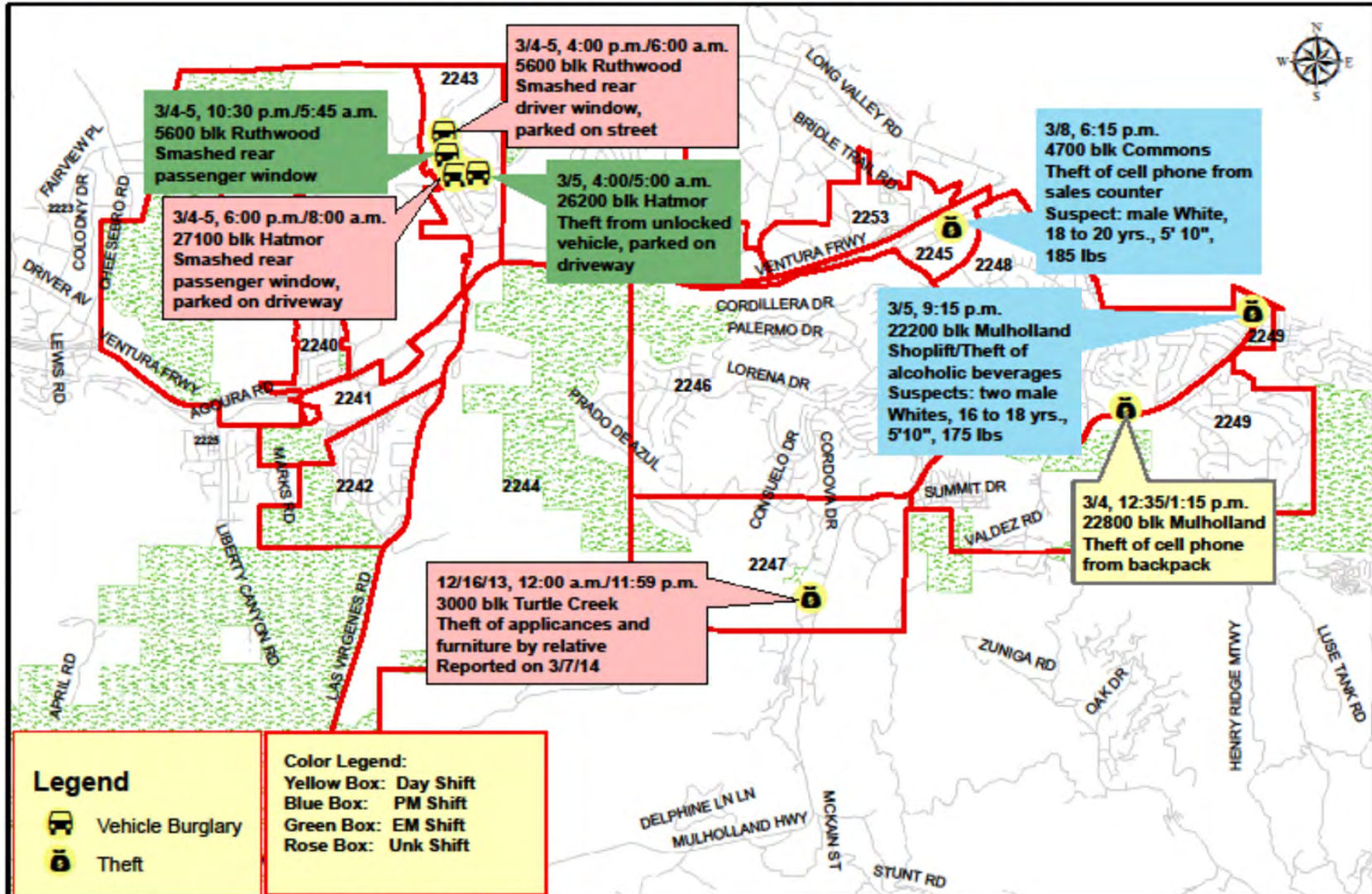
Crime	March 2014	YTD 2014	YTD 2013	Change
Burglary- Residential	3	11	21	-10
Burglary- Business	1	3	7	-4
Burglary- Vehicle (Locked)	5	14	11	+3
Theft- Grand (over \$950)	5	9	8	+1
Theft- Petty	4	14	23	-9
Theft- Unlocked Vehicle	1	12	8	+4



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - March 1 to 9, 2014



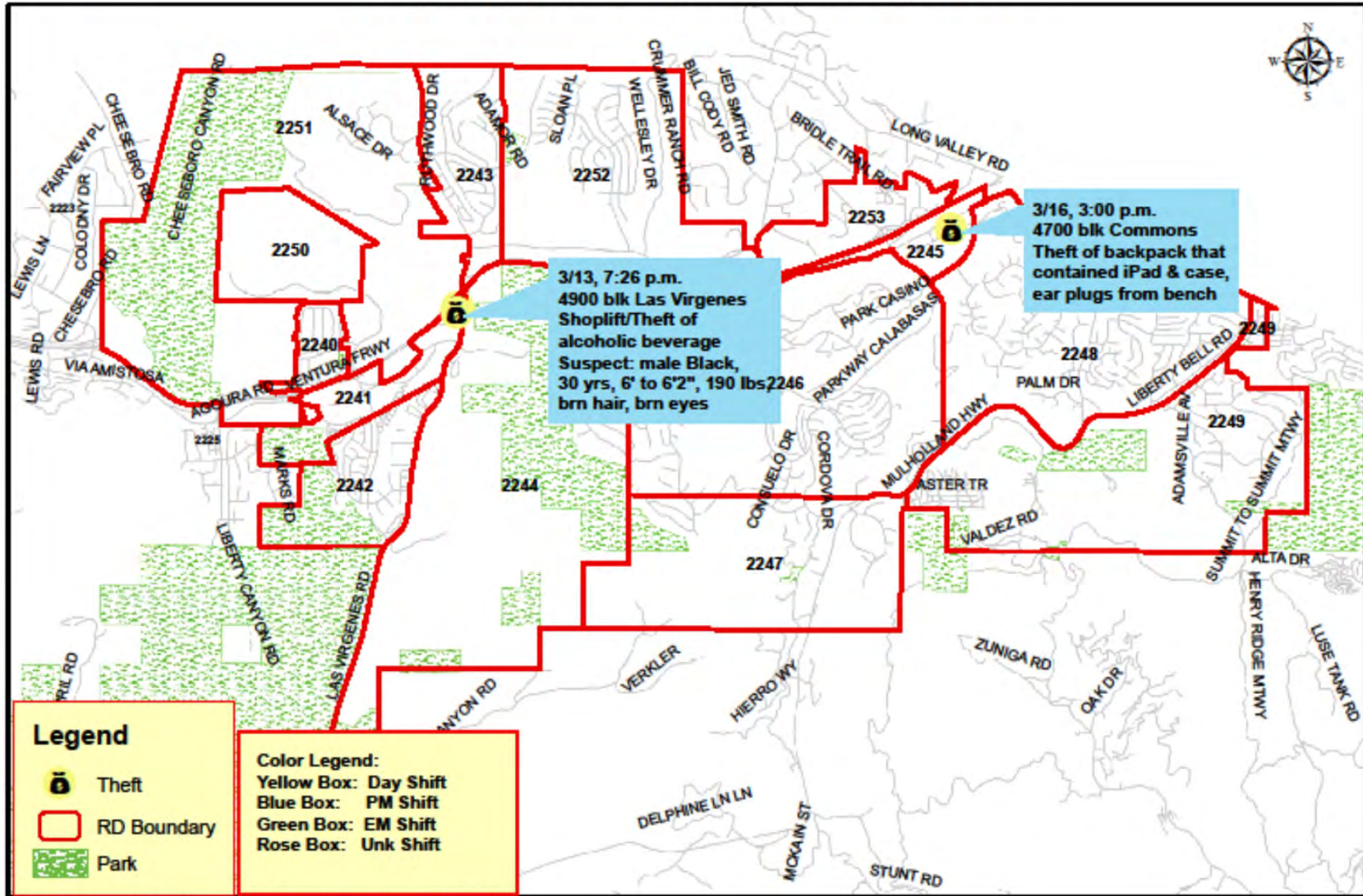
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - March 10 to 16, 2014



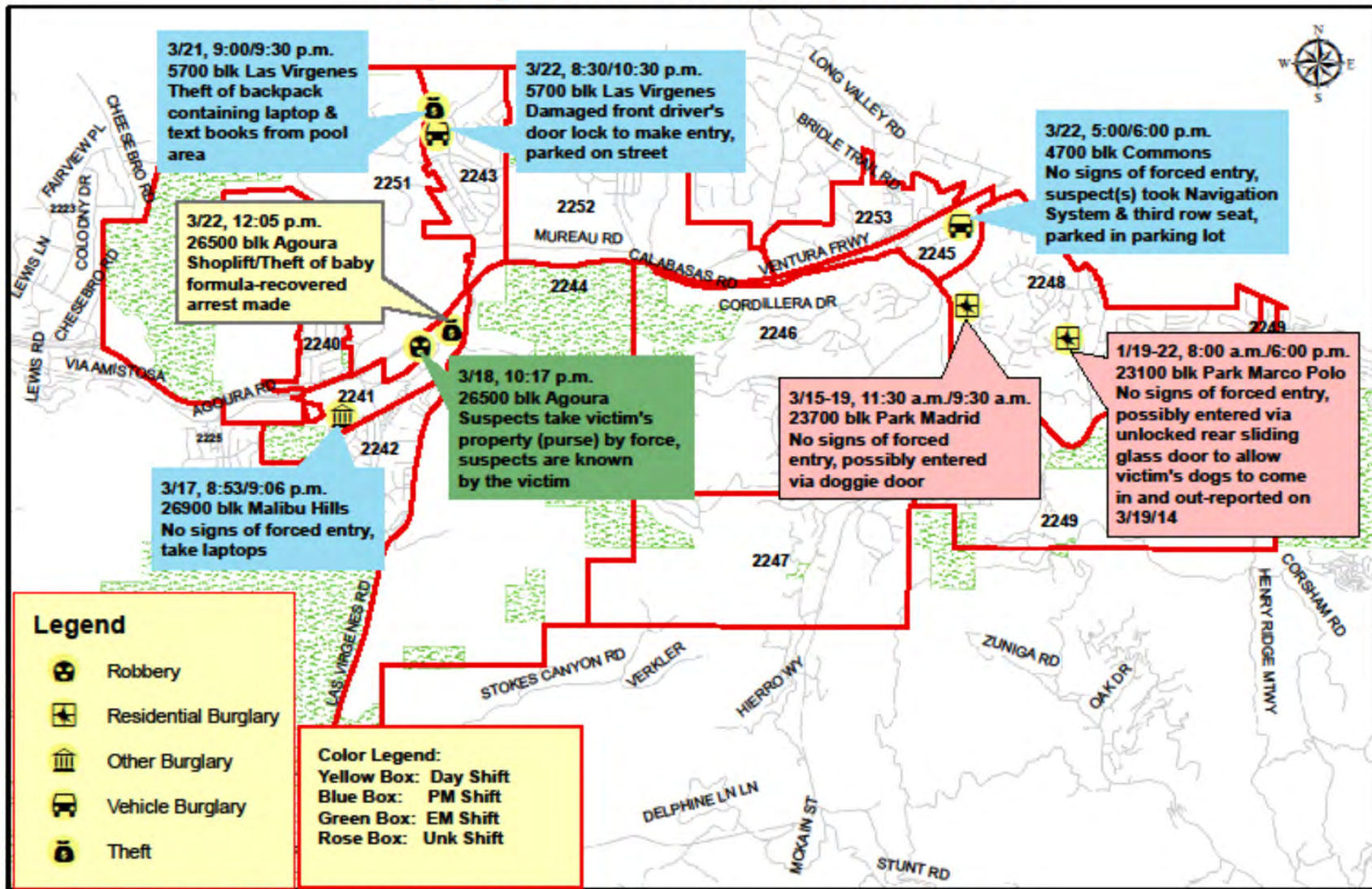
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - March 17 to 23, 2014



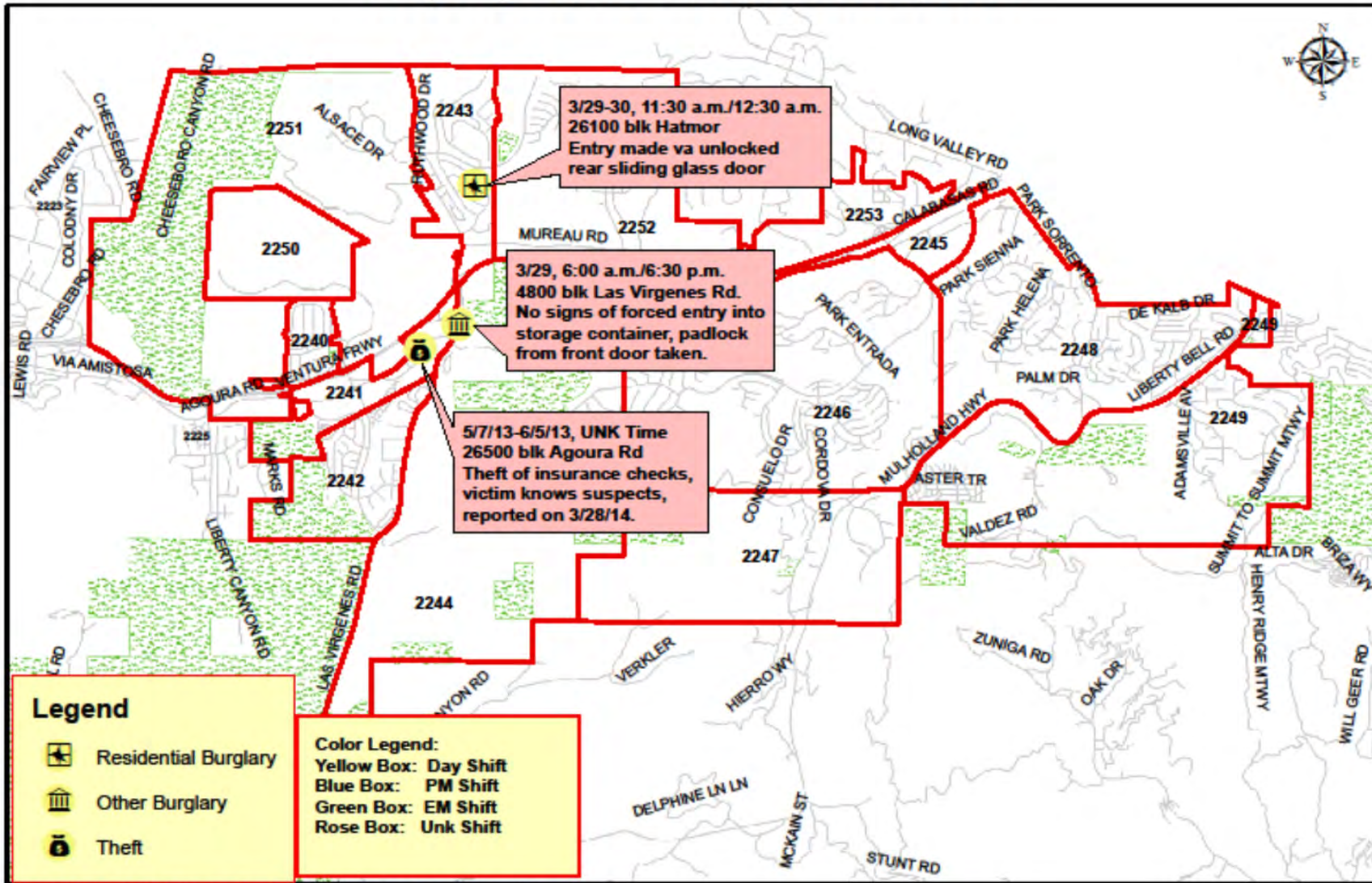
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - March 24 to 31, 2014



INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE

Crime Tips

- Be alert
- Report suspicious activity immediately (cars driving slowly through neighborhood, unusual solicitors, etc)
- Lock your car
- Don't leave your keys in your car, even in your garage
- Don't leave valuables in plain view (GPS, packages, shopping bags, etc)
- Lock your doors

Crime Tips

- Malibu/Lost Hills Sheriff Station
 - 818-878-1808
- Crime Stoppers
 - 800-222-TIPS (8477)
 - Web Tips www.lacrimestoppers.com

Calabasas Detectives

- Detective Ginni Alvarez
818-878-5584
- Detective Jill Greenwood
818-878-5541
- Detective Justin Solomon
818-878-5542

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, APRIL 9, 2014**

Mayor Shapiro called the meeting to order at 7:08 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

ROLL CALL

Present: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian, Gaines and Maurer.
Absent: None.
Staff: Bartlett, Cohen-Cutler, Coroalles, Hernandez, Howard, Klein, Michitsch, Rubin, Steller, Tamuri and Yalda.

The Pledge of Allegiance was led by Calabasas High School, Boys' Basketball Head Coach Jon Palarz.

Mayor Shapiro announced that the meeting would be adjourned in memory of Tom Sherak.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Gaines:

- The Fine Arts Festival is scheduled on May 3-4 at the Commons.
- Lupinhill Elementary School Carnival is scheduled on April 13.
- The Chamber's breakfast is scheduled on April 10.
- The Chamber's wine tasting and silent auction is scheduled on May 9 at the Civic Center Plaza.

Councilmember Maurer:

- The free bulky item pick up is scheduled on April 19.
- New Assemblymember Matt Dababneh will be at the Library on April 17.

Councilmember Bozajian:

- The annual Calabasas Eggstreme is scheduled on April 11, at De Anza Park.
- The Community Health Expo 4 is scheduled on April 12, at the Agoura Hills/Calabasas Community Center.
- Earth Day Festival is scheduled on April 12, at Creekside Village.
- The Canine Classic Dog Walk & Festival is scheduled on April 27, at De Anza Park.
- An earthquake forum is scheduled on April 28, following the Public Safety Commission meeting.

Mayor pro Tem Martin:

- A Lost Hills Interchange update is scheduled on April 10.
- Another Straight Up Reality Party will be scheduled soon.
- The Board of Supervisors approved the City's election date to the first Tuesday after the first Monday in November of odd-numbered years.

Mayor Shapiro:

- Attended Every 15 Minutes event at Calabasas High School.
- Had the opportunity to experience Young Frankenstein Musical Production at the Calabasas High Performing Arts Education Center.
- Congratulated Calabasas resident Mitch Richmond on his induction to the NBA Hall of Fame.

PRESENTATIONS

- To Calabasas High School Varsity Girls' Basketball Team in recognition of their 2013-14 CIF Division 3AA, 2nd Round

Mayor Shapiro recognized the members of the girls' basketball team and coaches.

- To Calabasas High School Student, Ben Haronian in recognition of achieving the 126 Lbs. Marmonte League Wrestling Championship

Mayor Shapiro presented certificate to Ben Haronian and acknowledge his coach Andy Falk.

- To Calabasas High School Varsity Boys' Basketball Team in recognition of their 2013-14 CIF Division 2A Championship

Mayor Shapiro presented certificates to the members of the boys' basketball team and coaches.

- To Cheesecake for being recognized as one of the “2014 Fortune 100 Best Companies to Work For” by Fortune Magazine.

Mayor Shapiro presented certificate to Ms. Alethea Rowe, Senior Director, Public Relations & Brand Management for The Cheesecake Factory.

Councilmember Gaines reminded about the wager against La Habra Mayor and invited players and the public to a piece of cheesecake.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Jacqueline Souza and Michelle Khateri spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from March 12 and March 26, 2014.
2. Recommendation from the Parks, Recreation and Education Commission to award a professional services agreement to Top Seed Tennis Academy, Inc. for the operation and development of Tennis Programs at the Calabasas Tennis & Swim Center.
3. Recommendation to approve a resolution requesting that the County of Los Angeles consent to the acquisition by the City of Calabasas of road right of way by easement on Lost Hills Road, Canwood Street and Parkville Road either within the unincorporated area of the County of Los Angeles or in the City of Calabasas but where County has the rights of way for the purpose of connecting and improving City streets.
4. Recommendation to award a three year professional services agreement to Azteca Landscape for landscape maintenance of the common areas for Oak Park Calabasas Homeowners’ Association within Landscape Lighting Act District 22 in the City of Calabasas.

Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1, 2, 3 and 4. MOTION CARRIED 5/0 as follows:

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

PUBLIC HEARING

5. Consideration of an Ordinance of the City Council of the City of Calabasas to Amend Section 17.12.050 of the Calabasas Municipal Code related to Antennas/Personal Wireless Telecommunications Facilities, to delete preempted portions regarding radiofrequency emissions and to add a provision requiring completion of a Federal Communications Commission form as part of an application for a Wireless Facility Permit. Staff has determined that the project is categorically exempt from environmental review in accordance with Section 15061(B)(3) of the CEQA Guidelines.

Mayor Shapiro opened the public hearing.

Mr. Klein presented the staff report. City Attorney Scott and Wireless Telecommunications Consultant Kramer provided additional information.

No one expressed the desire to speak on this item.

Mayor Shapiro closed the public hearing.

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

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

6. Adoption of Resolution No. 2014-1400, denying file No. 140000245, an appeal of the Communications and Technology Commission (CTC) decision to approve File No. 130001344, and upholding the Communications and Technology Commission decision to approve file no, 130001344, a request for a wireless telecommunications permit and a scenic corridor permit to construct a new Verizon Wireless Telecommunications facility which includes the replacement of an existing 29' tall street light pole with a new 29'-6" tall street light pole with two (2) 51" panel antennas housed inside a 24" diameter by 66" tall radome on top of the pole. The request includes the installation of associated base station equipment to be housed within a new subterranean vault. The project is located at 4093 Old Topanga Canyon Road within the public right-of-way and Old Topanga Scenic Corridor overlay.

Councilmember Bozajian recused himself from participating on this item and left the dais.

Mayor Shapiro opened the public hearing.

Mr. Bartlett presented the staff report. City Attorney Howard and Wireless Telecommunications Consultant Kramer provided additional information.

The following spoke on this item: Wendy Fassberg, Linda Stock, Rochelle Kasten, Gary Walsh, Steve Kasten, Susan Beeftink, Rob Searcy, Mary Regas, Leslie Bergman, Abraham Fassberg, Alan Kabakoff, Renee Blankenship, Patty Goldberg, Barry Hammond, Don Hasten, Lisa Auerbach, David Litt and Pat Haakstad.

The meeting recessed at 9:25 p.m.
The meeting reconvened at 9:37 p.m.

Mayor Shapiro closed the public hearing.

Extensive discussion took place.

Councilmember Gaines moved, seconded by Councilmember Maurer to approve Item No. 6. MOTION CARRIED 3/1 as follows:

AYES: Mayor Shapiro and Councilmembers Gaines and Maurer.

NOES: Mayor pro Tem Martin.

ABSENT: Bozajian.

Councilmember Bozajian returned to the meeting.

7. Recommendation from the Parks, Recreation and Education Commission to adopt Resolution No. 2014-1401, establishing a new tuition fee schedule for September 2014 for the Calabasas Klubhouse Pre-School and rescind Resolution No. 2012-1319.

Mayor Shapiro opened the public hearing.

Mr. Rubin presented the staff report.

No one expressed the desire to speak on this item.

Mayor Shapiro closed the public hearing.

Councilmember Gaines moved, seconded by Councilmember Bozajian to approve Item No. 7. MOTION CARRIED 5/0 as follows:

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

8. Adoption of Resolution No. 2014-1402 approving the legalization of a 2,490 square foot ground-floor addition (built without permits) to an existing one-story 11,021 square foot single-family residence. The project includes requests for the following: (1) a Site Plan Review for the construction of the 2,490 square foot addition, (2) a Scenic Corridor Permit for development in a designated scenic corridor, (3) a Development Plan to establish new setbacks for development located within the Open Space (OS) Zoning District, (4) an Oak Tree Permit for the encroachment into the protected zone of one (non-Heritage) oak tree, and (5) a Variance request for development within 50 horizontal feet and 50 vertical feet of a designated significant ridgeline. The subject site is located at 24107 Saint Andrews Lane, within the Open Space (OS) Zoning District.

Mayor Shapiro opened the public hearing.

Mr. Michitsch presented the staff report.

The following spoke on this item: Michael Tudzin, Susan Moeowen, Phil Mundy, Ronal Ettinger and Hasse Birenbaum.

Extensive discussion took place.

The meeting recessed at 11:50 p.m.

The meeting reconvened at 11:51 p.m.

Mayor Shapiro closed the public hearing.

Councilmember Maurer moved, seconded by Councilmember Bozajian to make the following modifications to Item No. 8:

- To remand the matter to the Planning Commission to consider further and/or additional mitigation measures.
- Applicant to waive the Permit Streamlining Act time limits to and including August 13.
- The matter is to return to the Council after further Public Commission review, not later than Aug 13.

MOTION CARRIED 5/0 as follows:

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

INFORMATIONAL REPORTS

9. Check Register for the period of March 5-26, 2014.

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Bozajian reported his attendance to the Board of Supervisors meeting on April 8, where the date of our election was unanimously approved to the change to the first Tuesday after the first Monday in November of odd-numbered years. Mr. Howard reported that pursuant to Elections Code Section 10403.5, postcards would be mailed to all registered voters in the City informing them of the election date change and extension of term limits for all members of the Council.

CITY MANAGER'S REPORT

Mr. Coroalles reported that a letter was received from the City of Agoura Hills in regard to the annexation outlining some concerns. The Conservancy passed a resolution to accept the parcels if the City were to annex them.

FUTURE AGENDA ITEMS

Mayor Shapiro requested members of the Council to look at their calendars for dates for a future workshop.

ADJOURN

Councilmember Bozajian moved, seconded by Mayor pro Tem to adjourn the meeting at 12:47 a.m. in memory of Tom Sherak to their regular meeting scheduled on Wednesday, April 23, 2014, at 7:00 p.m. MOTION CARRIED 5/0 as follows:

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

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 1, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CITY CLERK *MHC*

SUBJECT: APPROVAL OF REAPPOINTMENT OF JENNIFER AWREY (MARTIN) TO THE LIBRARY COMMISSION AND REAPPOINTMENT OF BERT ROSARIO (CERP REPRESENTATIVE) TO THE PUBLIC SAFETY COMMISSION.

MEETING
DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the Council approve the reappointment of Jennifer Awrey to the Library Commission for a three-year term and the reappointment of Bert Rosario as the CERP representative to the Public Safety Commission for a two-year term.

BACKGROUND:

Pursuant to the Calabasas Municipal Code, City Commission members, with the exception of the Library Commission, serve terms lasting for the lesser of two years or until the expiration of the term of the Councilmember who nominated that commissioner. Library Commissioners serve three year terms as set forth in the California Education Code.

REQUESTED ACTION:

That the City Council approve the reappointment of Jennifer Awrey (Martin) to the

Library Commission for a term expiring in March 2017; and Bert Rosario (CERP representative) to the Public Safety Commission for terms expiring March 2016.

ATTACHMENTS:

Commission applications.

Appt: Martin
Date: 4/27/11

RECEIVED

2011 APR 11 AM 8:20

CITY OF CALABASAS
CITY CLERK



CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Jennifer A. Awrey

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: 310-339-8295

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX: [REDACTED]

OCCUPATION: Attorney

EMPLOYER: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Law firm

EDUCATION:

B.A. in Political Science, University of Washington, 2003
Juris Doctor, Cornell Law School, 2006
LL.M. in International and Comparative Law, Cornell Law School, 2006

CIVIC AFFILIATIONS:

Board Member, Los Angeles County Bar Foundation; Member of the Los Angeles County Bar Association, Women Lawyers of Los Angeles, Association of Business Trial Lawyers, Junior League of Los Angeles

COMMUNITY INTERESTS:

Mentor, Mentoring our Students Through Experience ("MOSTe")
National Risk Management Director, Alpha Xi Delta Women's Fraternity
Volunteer for literacy program, Children's Bureau of Los Angeles

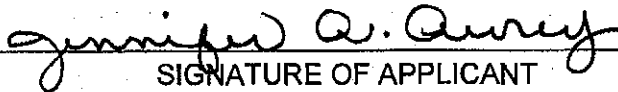
PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have long wanted to become more involved in my local city government, and I think serving on a commission would be an excellent opportunity to do that. I am active in the Greater Los Angeles Community in organizations focused on education, literacy, and building community, so I would be thrilled to serve on either the Library Commission or the Parks, Recreation & Education Commission, depending on which Commission still has open appointments.

If appointed to serve on either Commission, I believe I would bring valuable skills to the table. I have a legal background, and I am collaborative and work well with a group. I work hard and approach all tasks and responsibilities with enthusiasm and passion.

Please do not hesitate to contact me if I can provide any additional information.

DATE: 4/8/11


SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.

JENNIFER A. AWREY

██████████
Calabasas, California 91302
██

EDUCATION Cornell Law School, Ithaca, New York

Juris Doctor, May 2006

LL.M., International and Comparative Law, May 2006

Honors: Editor, *Cornell Journal of Law and Public Policy*

Activities: Bench Editor, Cornell Moot Court Executive Board, Spring 2005

Study Abroad: *Université de Paris I (Panthéon-Sorbonne)*'s Institute of International and Comparative Law, Paris, France, Summer 2004
Tulane Law School's International Maritime Law Program, Rhodes, Greece, Summer 2004

University of Washington, Seattle, Washington

Bachelor of Arts, March 2003

Honors: Mortar Board Senior Honor Society

Phi Eta Sigma Honor Society

Activities: President, Alpha Xi Delta Women's Fraternity

Instructor, Freshmen Interest Group Seminar Series

Student Representative, Advisory Committee to the Board of Regents

Study Abroad: Comparative History of Ideas Program, Rome, Italy, Summer 2002

EXPERIENCE Bingham McCutchen, LLP, Santa Monica, California

Associate Attorney (December 2009 – present)

- Represent clients in all aspects of employment law litigation, including wage and hour class actions and discrimination, retaliation, sexual harassment, disability, and wrongful termination cases in state and federal court.

Paul, Hastings, Janofsky & Walker LLP, Los Angeles, California

Associate Attorney (September 2006 – December 2009)

- Represent clients in wage and hour class actions and discrimination, retaliation, sexual harassment, disability, and wrongful termination cases in state and federal court.
- Conduct extensive case investigations for class action and single-plaintiff cases, including preparing for and conducting all witness interviews and gathering and analyzing documentary evidence.
- Research and draft motions for summary judgment, demurrers, motions to strike, answers to complaints, motions to dismiss, class action preliminary and final approval settlement documents, oppositions to class certification, removal papers, motions to quash service of summons, motions to quash discovery, motions to compel discovery, motions for a protective order, discovery objections and responses, discovery requests, appellate briefs, and mediation briefs.
- Represent clients at court hearings in California Superior and U.S. District Court, including the following: demurrers, motions to quash, case management conferences, and status conferences.
- Take and defend multiple depositions.
- Conduct internal investigations, including all witness interviews, for demand letters and administrative charges filed with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing.
- Coordinate large-scale employee interview and declaration collection projects for putative wage and hour class actions.

U.S. Attorney's Office, Northern District of New York, Syracuse, New York

Legal Intern (January 2006 – May 2006)



RECEIVED

OCT 07 2013

CITY OF CALABASAS
CITY CLERKS OFFICE

CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: BERT ROSARIO

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: BERTROSARIO@CHARTER.NET

HOME FAX: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE:

BUSINESS FAX:

OCCUPATION: ACTOR - RETIRED

EMPLOYER:

BUSINESS ADDRESS:

TYPE OF BUSINESS:

EDUCATION:

CAL STATE CERTIFIED: RECYCLING AND RESOURCE MANAGEMENT, SANTA MONICA COLLEGE, 2013, BA THEATRE ARTS, CSUN '71, BUSH FELLOW -MFA UMINN, '73

CIVIC AFFILIATIONS:

**CALABASAS EMERGENCY RESPONSE PROGRAM (CITY)
COMMUNITY EMERGENCY RESPONSE TEAM (CALIFORNIA)**

COMMUNITY INTERESTS:

GREATER MULWOOD HOMEOWNERS ASSOCIATION

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

MY EXPERIENCE WITH CERP HAS TAUGHT ME THAT THE NATURAL AND ABIDING CONCERN FOR THE SECURITY, SAFETY AND WELL-BEING I HAVE FOR MY FAMILY IS IN SOME VITAL WAYS DEPENDENT ON HOW WELL THE CITY OF CALABASAS FORESEES EVENTUALITIES. THE CITY SHOULD PREPARE FOR THE INEVITABLE, MAKE READY FOR THE PROBABLE AND TAKE PRECAUTIONS AGAINST THE POSSIBLE. ROUTINE INFRASTRUCTURE MAINTENANCE, HOWEVER, MUST REMAIN FRONT BURNER CONCERNS.

DATE: October 4, 2013  _____
SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR / CITY ENGINEER
 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-1405, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 AND ORDERING A PRELIMINARY ENGINEER'S REPORT; RESOLUTION NO. 2014-1406, 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 2014-2015; RESOLUTION NO. 2014-1407, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING.

MEETING DATE: APRIL 23, 2014

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 - Malibu/Lost Hills Roads & the Saratogas (LLAD 24)
- Landscape Lighting Act District No. 27 - Las Virgenes (LLAD 27)
- Landscape Lighting Act District No. 32 - Lost Hills Commercial (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 2014-2015 will be the same as the previous year, except in Classic Calabasas Park HOA and Vista Pointe HOA. Those Zones have required the City to ballot for approval of an assessment increase to provide requested services. The City will conduct an assessment ballot proceeding in those Zones only with respect to the proposed increased assessment.

The assessment formula is specific to each Zone and reflects the cost for maintenance of landscaping, pest control, trees, utilities and annual fire break clearance/weed abatement, divided equally amongst those parcel owners. Each Zone will have a 'not to exceed' budget established by the number of parcels times the amount of the assessment. For example, a Zone with 400 parcels at \$621.43 per parcel per year will generate \$248,572.00 in revenue, to be used for the maintenance within that Zone. A reserve fund must be maintained in order to provide for cash flow in the first half of the next fiscal year. A landscape maintenance contract for LMD/LLAD 22 was bid in the first quarter of Fiscal Year 2005-2006 which defines the services more clearly than had existed in the past. For eight of the Zones within LLAD 22 a new landscape maintenance contract was bid in January 2009.

In addition, this year the City will implement a 1.08% CPI inflation adjustment to Landscape Maintenance District No. 22 and all Landscape Lighting Act District No. 22 Zones.

Landscape Lighting Act Districts 24, 27 and 32 will remain the same as last year (aside from implementation of a 1.08% CPI inflation adjustment) and will not be balloted.

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 11, 2014. 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, 2014.

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. 2014-1405, initiating proceedings for the levy and collection of assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2014-2015; Resolution No. 2014-1406, 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 2014-2015; Resolution No. 2014-1407 declaring its intent to levy and collect assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2014-2015.

ATTACHMENTS:

1. Resolution No. 2014-1405, Initiating Proceedings
2. Resolution No. 2014-1406, Approving the Engineer's Report
3. Resolution No. 2014-1407, Declaring Intent to Levy
4. Preliminary Engineer's Report

RESOLUTION NO. 2014-1405

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 2014-15 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 2014-15.

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 2013-14 assessment in connection with Landscape Maintenance District No. 22, Landscaping Lighting Act District No. 22, Landscaping Lighting Act District No. 24, Landscaping Lighting Act District No. 27, and Landscaping Lighting Act District No. 32.

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

Section 4. The City Council designates AndersonPenna Partners, Inc. as Assessment Engineer and directs the Assessment Engineer to prepare and file with

the City Clerk a preliminary engineers report with respect to the Fiscal Year 2014-15 levy of the assessments in connection with the Districts. 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 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

RESOLUTION NO. 2014-1406

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 2014-2015.

WHEREAS, by prior resolution, the City Council initiated proceedings to Levy and Collect Assessments for Fiscal Year 2014-2015 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 2014-2015 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 23, 2014, (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 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

RESOLUTION NO. 2014-1407

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 2014-15 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 23, 2014, (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 2014-15 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 2014-15 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 City Council will hold a hearing (the "Hearing") on the Fiscal Year 2014-15 levy of assessments in connection with the Districts and in connection with Landscape Maintenance District No. 22, on June 11, 2014, at 7:30 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 7. The assessment rate is proposed to increase in the Classic Calabasas Park and Vista Pointe Zones of Landscaping Lighting Act District No. 22 (the "CP and VP Zones"). Otherwise, except for the implementation of a previously-approved inflation adjustment, the rate of the assessment is not proposed to be greater from that effective in past years in any of the Districts or the Zones thereof. Therefore, none of the assessments (other than the assessments in the Classic Calabasas Park and Vista Pointe Zones of Landscaping Lighting Act District No. 22) are proposed for to be "increased", as that term is used in Article XIID of the California Constitution.

Section 8. The City Clerk is ordered to give notice of the Hearing as required by Section 22626(a) of the Assessment Law. Additionally, with respect to owners of parcels located within the Classic Calabasas Park and Vista Pointe Zones, the City Clerk is ordered to give notice of the Hearing as required by Article XIID of the California Constitution ("Proposition 218"), the Assessment Law, and Section 53753 of the California Government Code. Notice mailed to the owners of parcels subject to an increased assessment shall include an assessment ballot as required by Section 4(d) of Proposition 218.

Section 9. At the Hearing, the City Council will consider all protests against each proposed increased assessment and tabulate the assessment ballots returned in connection with the proposed increased assessment in the Classic Calabasas Park and Vista Pointe Zones. The City Council will not increase the assessment in any Zone if there is a majority protest within that Zone. A majority

protest exists if, upon the conclusion of the Hearing, ballots submitted in opposition to the Assessment exceed the ballots submitted in favor of the Assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property. In the event of a majority protest with respect to a Zone, it is the intention of the City Council to levy the assessment with respect to that Zone at the rate effective in Fiscal Year 2013-14.

Section 10. The City Council adopts the "City of Calabasas Procedures for the Completion, Return, and Tabulation of Assessment Ballots", on file in the Office of the City Clerk and available for public inspection to govern the completion, return and tabulation of assessment ballots.

Section 11. The City Council designates Steve Ball, 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 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

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 2014-15



CITY of CALABASAS

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

Landscape Lighting Act District No. 24 (MALIBU LOST HILLS)

Landscape Lighting Act District No. 27 (LAS VIRGENES)

Landscape Lighting Act District No. 32 (LOST HILLS COMMERCIAL)

Prepared by AndersonPenna Partners, Inc.

April 23, 2014



**CITY OF CALABASAS
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

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**CITY OF CALABASAS
LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

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 (MALIBU LOST HILLS) (Formed in 1984)

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

Landscape Lighting Act District No. 32 (LOST HILLS COMMERCIAL) (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, 2014 and ending June 30, 2015. 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 2014-15, 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 2013-14, plus a 1.08% 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.

Due to increased maintenance costs and in order to continue to provide the same level of maintenance services as in prior years, the City of Calabasas, at the request of Classic Calabasas Park and Vista Pointe Homeowner's Associations Board of Directors proposes assessment rate increases for the two Zones in District 22. Classic Calabasas Park proposes an approximate 3.5% assessment rate increase and Vista Pointe proposes an approximate 7.2% assessment rate increase. In compliance with Proposition 218, the proposed increased assessment rates will be submitted to the property owners via mailed ballots. The ballots will be tabulated at the June 25, 2014, Public Hearing to determine if there is a majority protest against the proposed assessment increase.

Landscaping Improvements

These Districts provide for the installation, operation, maintenance, and servicing of landscape improvements. The Landscaping and Lighting Act of 1972 allows the Districts to provide funding for the installation, maintenance, operation, servicing and administration of the following landscape improvements:

- The installation or planting of landscape;
- 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, 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:

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

"Servicing" means the furnishing of:

- Water for irrigation of any landscaping, operation of any fountains or maintenance of any other improvements;
- Electrical current or energy, gas, or other illuminating agent for any public lighting facilities or for lighting or operation of any other improvements.

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

**CITY OF CALABASAS
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

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 2014-15**

IMPROVEMENTS

The landscape lighting act Districts provide funds for the operation, maintenance and services for the landscape improvements in each District. District Nos. 22, 24, 27, and 32 typically may provide the following landscape maintenance services for the improvements listed in each District below:

- Installation, maintenance, repair, removal or replacement of landscape improvements in a manner that provides for the life, growth, health, and beauty of the landscape;
- Tree installation, tree trimming or tree removal;
- Landscape rodent and pest control;
- Fertilization or treating for plant disease or injury;
- Removal of trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Graffiti removal;
- Maintenance, repair, and replacement as necessary of all irrigation systems;
- Energy costs of the irrigation control system;
- Furnishing of irrigation water;
- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety.

The landscape improvements maintained by each District are generally described as follows:

Landscape Lighting Act District No. 22

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

Landscape Lighting Act District No. 24

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

Landscape Lighting Act District No. 27

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

Landscape Lighting Act District No. 32

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



**CITY OF CALABASAS
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

ESTIMATE OF COST

The estimated budget for Fiscal Year 2014-15 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2014, is projected from 2013-2014 budget year. These fund balances are used to finance all work from July 1, 2014 until June 30, 2015. The first deposit from the County Assessor's Office to the District's accounts is December 2014. The projected carryover from FY 2014-15 will be the beginning fund balance for Fiscal Year 2015-2016 and so forth.

CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 SOURCES AND USES FOR FY 2014-15				
	LLAD 22	LLAD 24	LLAD 27	LLAD 32
<u>SOURCES</u>				
BEGINNING BALANCE (Est.)	81,200	304,200	130,700	4,500
BENEFIT ASSESSMENT	2,764,300	186,900	31,900	32,700
OTHER CITY FUNDS*	1,000,000			
INTEREST	1,200	4,600	2,000	100
TOTAL SOURCES	3,846,700	495,700	164,600	37,300
<u>USES</u>				
CITY ADMINISTRATIVE COSTS (SALARIES, CONSULTANTS, INCIDENTAL COSTS, ETC.)	129,500	10,100	5,500	3,100
UTILITIES (IRRIGATION WATER & ELECTRICAL TO POWER IRRIGATION CONTROLLERS)	881,100	28,700	5,000	7,400
MAINTENANCE CONTRACTS/PEST CONTROL TREE MAINTENANCE (INSTALLATION, TRIMMING, REMOVALS)	1,195,600	97,800	17,200	21,200
FIRE BREAK / BRUSH CLEARANCE	302,600	18,700	-	-
CAPITAL IMPROVEMENTS	-	-	-	-
GENERAL BENEFIT LANDSCAPING IMPROVEMENTS*	1,000,000			-
TOTAL USES	3,803,900	195,100	39,200	31,700
ENDING BALANCE CARRYOVER	42,800	300,600	125,400	5,600

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

The FY 2014-15 Budget Sources and Uses provided by the City of Calabasas' Finance Department. The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.

**CITY OF CALABASAS
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

METHOD OF APPORTIONMENT OF ASSESSMENT

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

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

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Riverside-Orange County Area ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For Fiscal Year 2014-15, Landscape Lighting Act District Nos. 22, 24, 27, and 32 assessments will be increased by the 1.08% annual CPI inflation adjustment.

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

DEFINITIONS

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

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



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

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

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

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

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

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

**LANDSCAPE LIGHTING ACT DISTRICT NO. 22 (1972 ACT DISTRICT)
(CALABASAS PARK AREA)**

METHOD OF APPORTIONMENT OF ASSESSMENTS

For Fiscal Year 2014-15, Landscape Lighting Act District No. 22 (LLAD 22) assessments will be levied based on previously approved methodology and will be levied at the same rate as in Fiscal Year 2013-14 with a 1.08 % annual CPI inflation adjustment.

Due to increased maintenance costs and in order to continue to provide the same level of maintenance services as in prior years, the City of Calabasas, at the request of Classic Calabasas Park and Vista Pointe Homeowner's Associations Board of Directors proposes assessment rate increases for the two Zones in District 22. Classic Calabasas Park proposes an approximate 3.5% assessment rate increase and Vista Pointe proposes an approximate 7.2% assessment rate increase. In compliance with Proposition 218, the proposed increased assessment rates will be submitted to the property owners via mailed ballots. The ballots will be tabulated at the June 25, 2014, Public Hearing to determine if there is a majority protest against the proposed assessment increase.

IMPROVEMENTS

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

LLAD 22 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 landscape, 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 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 to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.

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

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

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

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

* Calabasas Rd. Commercial includes Old Town

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

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

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

PARCEL CLASSIFICATION

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

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

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 units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to determine each parcel's assessment. See Exhibit A for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.

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

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

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

METHOD OF APPORTIONMENT OF ASSESSMENTS

For the Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 24 (LLAD 24) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% 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;

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

GENERAL/SPECIAL BENEFIT

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

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

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

FORMULA OF ASSESSMENT

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



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

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:

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

**LANDSCAPE LIGHTING ACT DISTRICT NO. 27 (1972 ACT DISTRICT)
(LAS VIRGENES)**

METHOD OF APPORTIONMENT OF ASSESSMENTS

For Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 27 (LLAD 27) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% CPI annual inflation adjustment.

IMPROVEMENTS

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

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

LLAD 27 provides 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 maintenance or servicing, or both, of any of the foregoing;
- 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:

- 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.

FORMULA OF ASSESSMENT

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

Casden Malibu Canyon LP
Las Virgenes Park
Las Virgenes Village

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

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

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

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

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

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

**CITY OF CALABASAS
LANDSCAPE LIGHTING ACT DISTRICT NO. 32 (1972 ACT DISTRICT)
(AGOURA ROAD / LOST HILLS ROAD COMMERCIAL DISTRICT)**

METHOD OF APPORTIONMENT OF ASSESSMENTS

For the Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 32 (LLAD 32) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% annual CPI inflation adjustment.

IMPROVEMENTS

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

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

LLAD 32 provides for 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 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 maintenance or servicing, or both, of any of the foregoing;
- 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:

- 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, 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 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:

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

ASSESSMENT ROLL

The proposed amounts of assessment for the Fiscal Year 2014-15 Landscape Lighting Act Districts are apportioned to each parcel as shown on the latest roll at the County of Los Angeles Assessor's office and submitted in a separate document titled "City of Calabasas Landscaping Lighting Act District Nos. 22, 24, 27 and 32 Assessment Rolls" on file with the City Clerk.

In conclusion, it is my opinion that the assessments within the City of Calabasas Landscape Lighting Act District Nos. 22, 24, 27, and 32 are apportioned by a formula that fairly distributes special benefit assessments in accordance with the special benefits that are received by each parcel.

ENGINEER'S REPORT SUBMITTED BY:



April 10, 2014

Lisa M. Penna., P.E., R.C.E. No. 59166

Date

**CITY OF CALABASAS
LANDSCAPE AND LIGHTING DISTRICTS
PRELIMINARY ENGINEER'S REPORT
FISCAL YEAR 2014-15**

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)

No annexations or detachments to date.

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.

EXHIBITS A, B, C, D, & E

LANDSCAPE LIGHTING ACT DISTRICTS (1972 ACT DISTRICTS)

MAINTENANCE COSTS AND ASSESSMENTS BY ZONES



EXHIBIT F

LANDSCAPE LIGHTING ACT DISTRICTS BOUNDARY DIAGRAM

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

ZONE	FY 14-15 Maintenance Costs & Benefit Assessment	Land Use	No. of Parcels	No. of Acres	FY 12-13 Asmt Rate (2.67% CPI Increase)	FY 13-14 Asmt Rate (2.03% CPI Increase)	FY 14-15 Asmt Rate (1.08% CPI Increase)	Proposed FY 14-15 Prop 218 Asmt Increase	Per Parcel/ Acre
Bellagio	\$ 145,915.20	SFR	160		\$ 884.27	\$ 902.22	\$ 911.97		Parcel
Calabasas Country Estates	\$ 60,061.36	SFR	37		\$ 1,573.98	\$ 1,605.93	\$ 1,623.28		Parcel
Calabasas Hills	\$ 359,444.40	SFR	490		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
Classic Calabasas Park	\$ 351,798.96	SFR	458		\$ 744.79	\$ 759.91	\$ 768.12	\$ 795.00	Parcel
Calabasas Park Estates	\$ 420,448.25	SFR	425		\$ 872.04	\$ 978.71	\$ 989.29		Parcel
Calabasas Rd Comm / Old Town	\$ 39,107.51	Commercial	66	118	\$ 300.76	\$ 306.87	\$ 310.19		Acre
Clairidge	\$ 128,879.38	SFR	34		\$ 3,675.45	\$ 3,750.06	\$ 3,790.57		Parcel
Las Villas	\$ 112,761.22	SFR	89		\$ 1,228.50	\$ 1,253.44	\$ 1,266.98		Parcel
Oak Creek	\$ 7,608.35	Condo	17		\$ 433.95	\$ 442.76	\$ 447.55		Parcel
Oak Park	\$ 172,592.00	Condo	268		\$ 624.43	\$ 637.11	\$ 644.00		Parcel
Palatino	\$ 88,027.20	SFR	120		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
The Oaks of Calabasas	\$ 409,326.48	SFR	558		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
Vista Pointe	\$ 293,235.39	SFR	189		\$ 1,504.39	\$ 1,534.93	\$ 1,551.51	\$ 1,671.51	Parcel
Westridge	\$ 175,114.71	SFR	111		\$ 1,529.70	\$ 1,560.75	\$ 1,577.61		Parcel
TOTAL	\$ 2,764,320.41		3,022	118					

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

ZONE	FY 14-15 Maintenance Costs & Benefit Assessment	Land Use	No. of Parcels	Dwelling Units	FY 12-13 Asmt Rate Per Dwelling Units (2.67% CPI increase)	FY 13-14 Asmt Rate Per Dwelling Units (2.03% CPI increase)	FY 14-15 Asmt Rate Per Dwelling Units (1.08% CPI increase)
Deer Springs	\$ 41,498.87	Residential	301	301	\$ 133.68	\$ 136.39	\$ 137.87
Steeplechase	\$ 33,088.80	Residential	240	240	\$ 133.68	\$ 136.39	\$ 137.87
El Encanto	\$ 5,928.41	Residential	43	43	\$ 133.68	\$ 136.39	\$ 137.87
Archstone Calabasas	\$ 82,722.00	Residential	2	600	\$ 133.68	\$ 136.39	\$ 137.87
Lone Oak	\$ 6,617.76	Residential	48	48	\$ 133.68	\$ 136.39	\$ 137.87
Mira Monte (Tract 52150)	\$ 4,687.58	Residential	34	34	\$ 133.68	\$ 136.39	\$ 137.87
District 24 Subtotal	\$ 174,543.42		668	1,266			
Saratoga Ranch	\$ 2,245.67	Residential	49	49	\$ 44.44	\$ 45.34	\$ 45.83
Saratoga Hills	\$ 10,128.43	Residential	221	221	\$ 44.44	\$ 45.34	\$ 45.83
Saratogas Subtotal	\$ 12,374.10		270	270			
DISTRICT TOTAL	\$ 186,917.52		938	1,536			

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 14-15 Maintenance Costs & Benefit Assessment	No. of Parcels	FY 12-13 Asmt Rate Per Parcel (2.67% CPI Increase)	FY 13-14 Asmt Rate Per Parcel (2.03% CPI Increase)	FY 14-15 Asmt Rate Per Parcel (1.08% CPI Increase)
Casden Malibu Canyon	\$ 309.33	3	\$ 99.98	\$ 102.01	\$ 103.11
Las Virgenes Park	\$ 14,847.84	144	\$ 99.98	\$ 102.01	\$ 103.11
Las Virgenes Village	\$ 16,703.82	162	\$ 99.98	\$ 102.01	\$ 103.11
TOTAL	\$ 31,860.99	309			

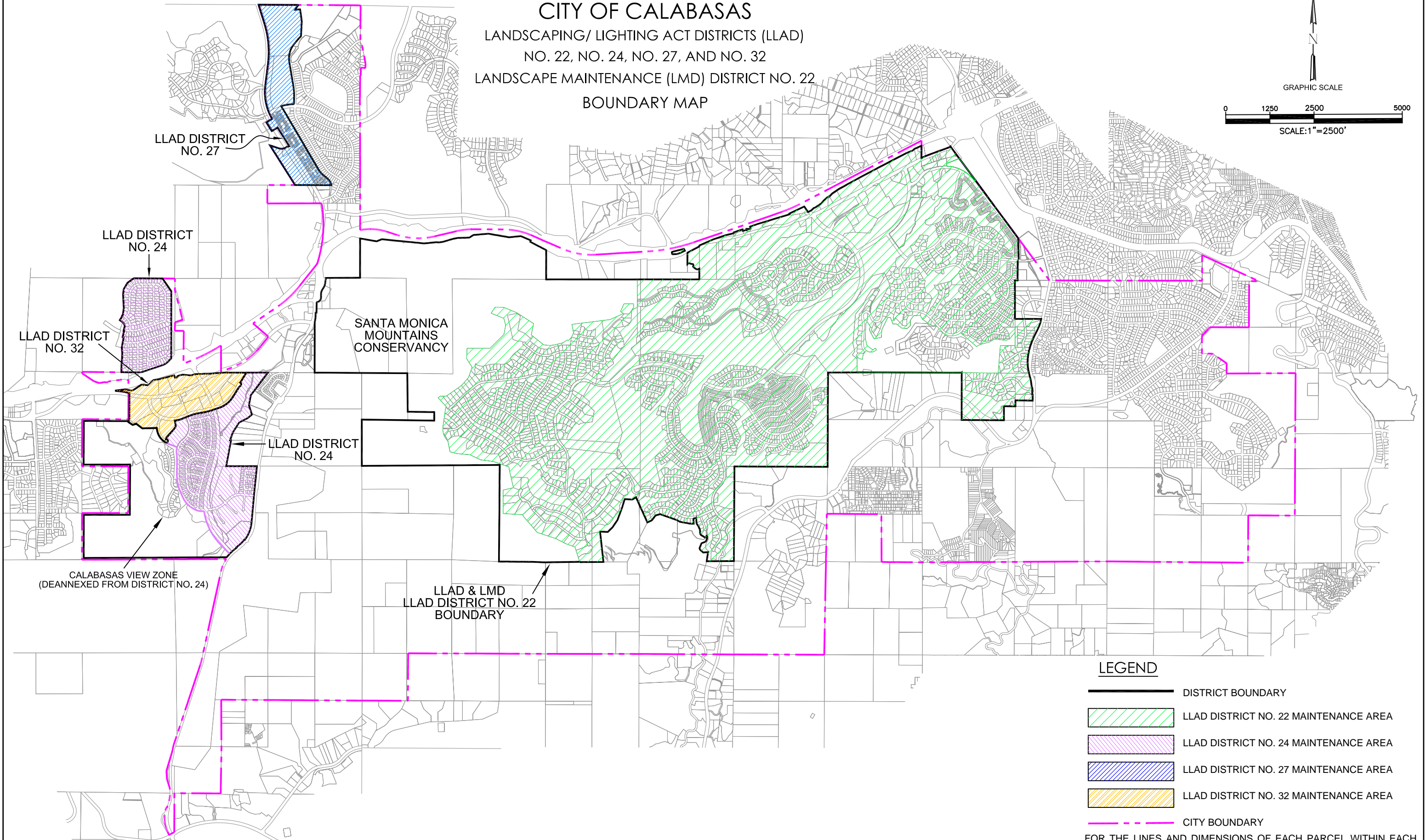
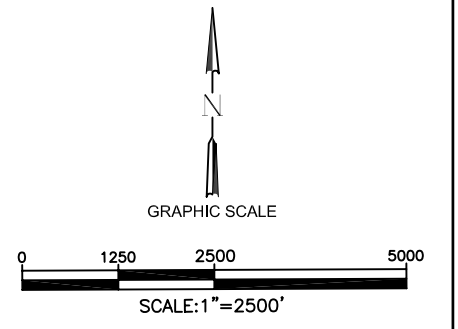
Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

EXHIBIT D
City of Calabasas LLAD 32
Maintenance Costs and Assessment

ZONE	FY 14-15 Maintenance Costs and Benefit Assessment	Land Use	No. of Parcels	FY 12-13 Asmt Rate Per Parcel (2.67 CPI Increase)	FY 13-14 Asmt Rate Per Parcel (2.03% CPI Increase)	FY 14-15 Asmt Rate Per Parcel (1.08% CPI Increase)
TOTAL	\$ 32,654.73	Commercial	19	\$ 1,666.48	\$ 1,700.31	\$ 1,718.67

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

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

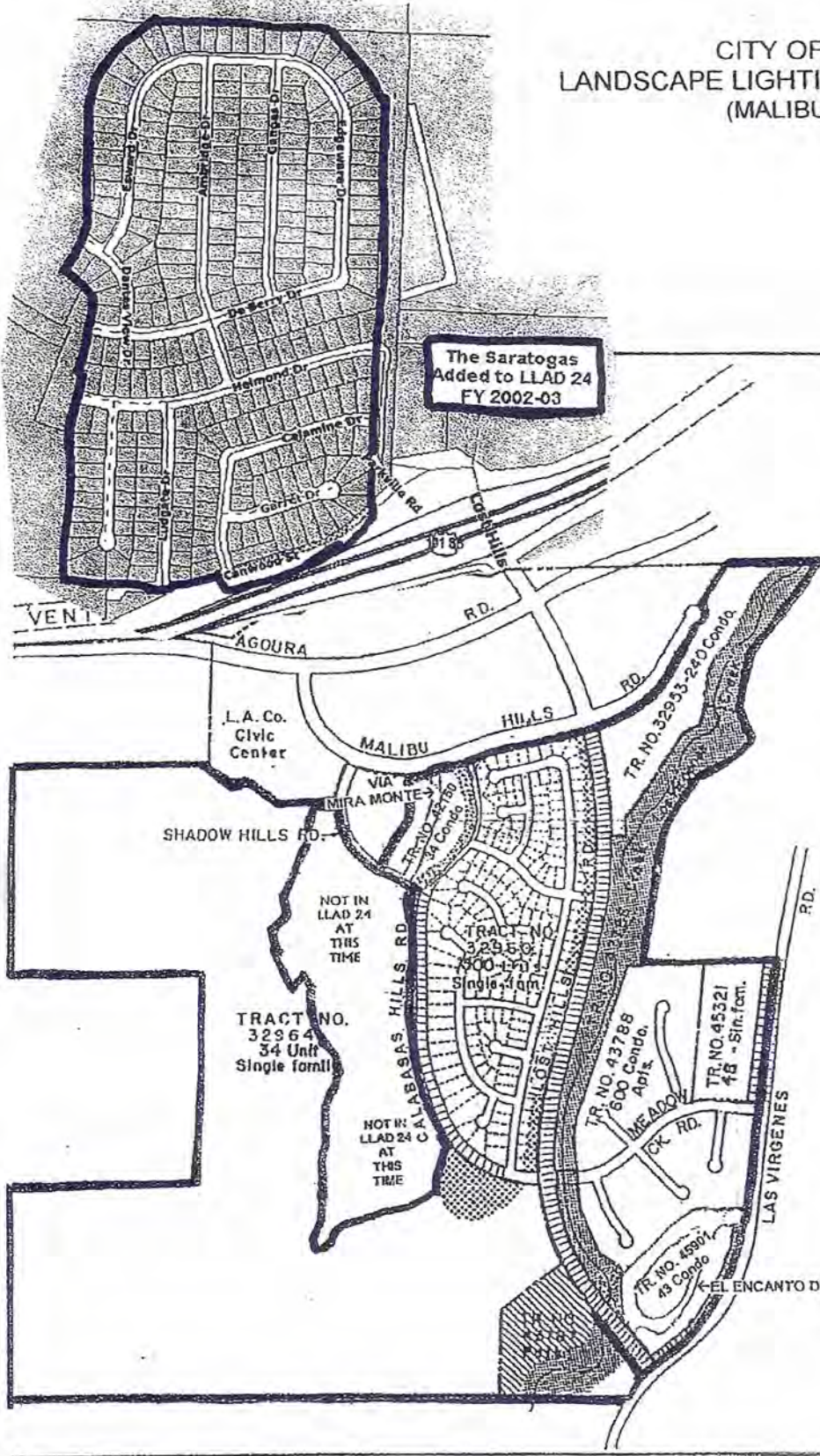


LEGEND

	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.

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



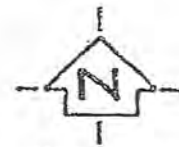
The Saratogas
 Added to LLAD 24
 FY 2002-03

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**

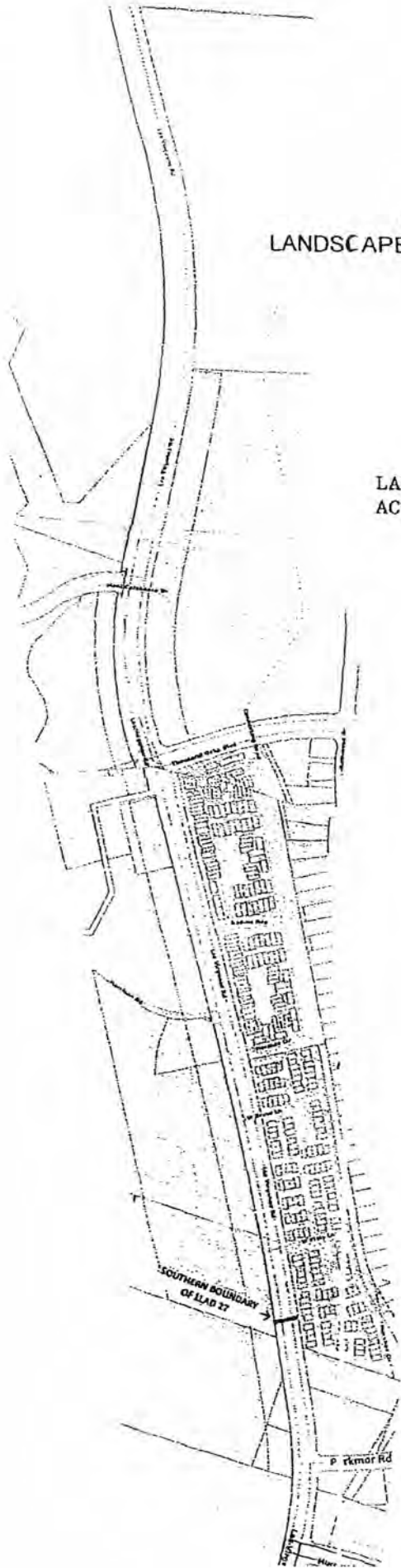
LLA. DISTRICT No. 24

B & E ENGINEERS
 Civil Engineering - Surveying
 Land Planning

 878 Colorado Blvd. - Suite 212
 Los Angeles, CA 90041 • (213) 214-6131 • (818) 509-0217

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

LANDSCAPE LIGHTING
ACT DISTRICT NO. 27





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

DATE: APRIL 14, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: SCOTT HOWARD, CITY ATTORNEY
MATT SUMMERS, ASSISTANT CITY ATTORNEY
MICHAEL KLEIN, PLANNER *Mike Klein***

SUBJECT: ADOPTION OF ORDINANCE NO. 2014-314 TO AMEND SECTION 17.12.050 OF THE CALABASAS MUNICIPAL CODE RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES, TO DELETE PREEMPTED PORTIONS REGARDING RADIOFREQUENCY EMISSIONS AND TO ADD A PROVISION REQUIRING COMPLETION OF A FEDERAL COMMUNICATIONS COMMISSION FORM AS PART OF AN APPLICATION FOR A WIRELESS FACILITY PERMIT.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance No. 2014-314, amending Section 17.12.050 of the Calabasas Municipal Code (CMC) to delete preempted portions regarding radiofrequency emissions and to add a provision requiring completion of a Federal Communications Commission form as part of an application for a Wireless Facility Permit.

DISCUSSION/ANALYSIS:

At the April 9, 2014 City Council meeting, Ordinance No. 2014-314 was introduced following a public hearing. It is now the appropriate time for this ordinance to be formally adopted.

REQUESTED ACTION:

Staff recommends that the City Council adopt Ordinance No. 2014-314.

ATTACHMENTS:

Attachment A - Ordinance No. 2014-314

ORDINANCE NO. 2014-314

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CALABASAS MUNICIPAL CODE, SECTION 17.12.050 RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES TO DELETE PREEMPTED PORTIONS REGARDING RADIOFREQUENCY EMISSIONS AND TO ADD A PROVISION REQUIRING COMPLETION OF A FEDERAL COMMUNICATIONS COMMISSION FORM AS PART OF AN APPLICATION FOR A WIRELESS FACILITY PERMIT.

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 Communications and Technology Commission Resolution, Planning Division staff reports and attachments, and public testimony before making a final decision; and

WHEREAS, on January 24, 2014, a judgment was issued in *Crown Castle USA, Inc., et al. v. City of Calabasas, et al.*, Los Angeles County Superior Court Case No. BS140933, granting in part a petition for writ of mandamus against the City, ruling that specified portions of Section 17.12.050 of the Calabasas Municipal Code which monitor and enforce the Federal Communications Commission’s regulation of radiofrequency (“RF”) emissions are void and severed from the remainder of the section and that the City may retain the requirement for an applicant to submit “[a]n affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC;” and

WHEREAS, on February 20, 2014, the Clerk of the Superior Court issued a Writ of Mandamus commanding the City of Calabasas to take all appropriate actions to conform Calabasas Municipal Code Section 17.12.050 to the Superior Court’s judgment in Case No. BS140933; and

WHEREAS, in order to comply with the writ of mandamus, the City Council intends to adopt this Land Use and Development Code amendment; and

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

WHEREAS, this Land Use and Development Code Amendment implements the General Plan's visions and desire for the community, is adopted in the public's interest, and is otherwise consistent with federal and state law; and

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

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance with the CEQA guidelines; and

WHEREAS, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas General Plan; all reports, testimony, and transcripts from the Communications and Technology Commission's March 18, 2014 meeting; and reports, and testimony at the City Council's April 9, 2014 meeting.

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 9, 2014 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market, Albertsons and at Calabasas City Hall.
2. Notice of the April 9, 2014 City Council public hearing was posted in the *Acorn* ten (10) days prior to the hearings.
3. Notice of the April 9, 2014 City Council public hearing included the information set forth in Government Code Section 65009, subdivision (b)(2).
5. Following a public hearing held on March 18, 2014, the Communications and Technology Commission adopted Resolution No. 2014-027 recommending to the City Council approval of File No. 140000233.

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

Section 17.76.050(B) and Section 17.12.050(I) of the Calabasas Municipal Code allow the Communications and Technology Commission to recommend and the City Council to approve a Development Code change relating to wireless communication facilities provided that the following findings are made:

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

The proposed amendment meets this finding because it maintains and strengthens the policies of the General Plan, including those in the Services, Infrastructure & Technology Element that are intended to encourage the development and maintenance of fast and secure communications networks in order to allow residents to take advantage of the benefits of personal wireless services. Specifically, the proposed amendment will encourage access to fast and secure broadband networks, as called for by Policy XII-35, by ensuring that the City's wireless facility ordinance complies with applicable federal law.

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

The proposed amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City as the proposed amendment does not modify the radio frequency emissions standards applicable to personal wireless telecommunications facilities. Personal wireless telecommunications facilities have always been subjected to radio frequency emissions standards set by the Federal Communication Commission. Previously, the City required applicants for new and modified personal wireless telecommunications facilities and operators of existing personal wireless telecommunications facilities to monitor and verify their compliance with the federally-imposed radio frequency emissions standards. As a result of the Superior Court's judgment that the City lacks the power to require independent verification of compliance with these standards, the City must modify the Development Code to delete this requirement. However, the proposed amendment will not be detrimental to the public's safety or welfare in any way because the underlying radio frequency emissions standards remain the same. Therefore, the proposed amendment meets this finding.

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

The proposed amendment is categorically exempt from environmental review in accordance with section 15061(b)(3) of the CEQA Guidelines, General Rule

that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. A Notice of Exemption has been prepared.

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

The proposed amendment removes preempted sections of the Development Code which required inclusion of a radio frequency emissions technical report with the application for a wireless facility permit, preparation of a radio frequency emissions technical report prior to unattended operation of a personal wireless telecommunications facility, and annual monitoring of the radio frequency emissions from approved personal wireless telecommunications facilities. The proposed amendment leaves in place a requirement that the applicant for a wireless facility permit certify, under penalty of perjury, that the proposed personal wireless telecommunication facility will comply with the applicable radio frequency standards imposed by the Federal Communications Commission. The proposed amendment also adds a requirement that the applicant submit a copy of a Federal Communications Commission form regarding the radio frequency emissions from a proposed personal wireless telecommunications facility. These adjusted requirements fit within the context of the wireless facility ordinance and do not conflict with any other provision of the Development Code, therefore, the proposed amendment meets this finding.

SECTION 3. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(e) is hereby amended to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

- e. ~~An FCC compliance report, which shall certify that the proposed personal wireless telecommunication facility will comply with FCC RF emission standards and which report shall include the following information:~~
 1. ~~The projected RF exposure levels of the intended installation.~~
 2. ~~An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval~~

of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

- ~~3. Whether its RF exposure analysis is based upon the occupational / controlled exposure limits or the general population / uncontrolled exposure limits, as defined under 47 CFR § 1.1307 et seq.~~
- ~~4. The minimum distance upon which projected exposure levels were calculated, i.e., the assumed closest distance the general public will be able to get to the proposed antenna(s).~~
- ~~5. Exposure calculations based upon the assumption that the proposed personal wireless telecommunication facility will be operating at full power. If the applicant seeks to apply the occupational / controlled exposure limits, the report shall also describe:
 - ~~a) How public access to the facility will be restricted;~~
 - ~~b) The required warning signs to be installed as described by FCC Office of Engineering and Technology Bulletin 65, Supplement B (latest edition); and~~~~

SECTION 4. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(5) is hereby amended to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

5. Independent Expert Review. The city shall retain an independent, qualified consultant to review any application for a permit for a new personal wireless telecommunication facility or modification to an existing personal wireless telecommunication facility. The review is intended to be a review of technical aspects of the proposed wireless telecommunication facility or modification of an existing wireless telecommunication facility and shall address any or all of the following:

- ~~a. Compliance with applicable radio frequency emission standards~~
- ab. Whether the proposed wireless telecommunication facility is necessary to close a significant gap in coverage and is the least intrusive means of doing so;
- be. The accuracy and completeness of submissions;

cd. Technical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;

de. The applicability of analysis techniques and methodologies;

ef. The viability of alternative sites and alternative designs; and

fg. Any other specific technical issues designated by the city.

The cost of the review shall be paid by the applicant through a deposit estimated to cover the cost of the independent review, established by the director.

SECTION 5. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(6) is hereby amended to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

6. Conditions of Approval. All facilities approved under this section shall be subject to the following conditions:

a. Facilities shall not bear any signs or advertising devices other than legally required certification, warning, or other required seals or signage, or as expressly authorized by the city.

~~b. Validation of Proper Operation. Prior to unattended operations, the applicant for approvals with respect to any personal wireless telecommunication facility site that is not "categorically excluded" as that term is defined in FCC Office of Engineering and Technology Bulletin 65 ("FCC OET Bulletin 65"), as amended from time to time, shall allow the commission to obtain a detailed technical report prepared by a qualified engineer verifying that the operation of the facility is in conformance with the uncontrolled/general population RF exposure standards established by FCC OET Bulletin 65. The applicant shall submit a deposit with the city for its actual costs to conduct that testing. To the extent that a wireless carrier has one or more reports on the facility, all reports shall be provided to the city.~~

be. Abandonment:

1) Personal wireless telecommunication facilities that are no longer operating shall be removed at the expense of the applicant, operator, or owner no later than ninety (90) days after the discontinuation of use. Disuse for ninety (90) days or more shall also constitute a voluntary termination by the applicant of any land use entitlement under this code or any predecessor to this code.

- 2) The director shall send a written notice of the determination of non-operation to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.
- 3) The operator of a facility shall notify the city in writing of its intent to abandon a permitted site. Removal shall comply with applicable health and safety regulations. Upon completion of abandonment, the site shall be restored to its original condition at the expense of the applicant, operator, or owner.
- 4) All facilities not removed within the required ninety-day period shall be in violation of this code. In the event the city removes a disused facility upon the failure of the applicant, operator, or owner to timely do so, the applicant, operator, and owner shall be jointly and severally liable for the payment of all costs and expenses the city incurs for the removal of the facilities, including legal fees and costs.

cd. The applicant, operator of a facility and property owner (when applicable) shall defend, indemnify and hold the city and its elective and appointed boards, commissions, officers, agents, consultants and employees harmless from and against all demands, liabilities, costs (including attorneys' fees), or damages arising from the city's review and/or approval of the design, construction, operation, location, inspection or maintenance of the facility.

de. Removal of Unsafe Facilities. If, at any time after ten (10) years of the issuance of a building permit or encroachment permit, or any shorter period permitted by Government Code Section 65964(b), any personal wireless telecommunication facility becomes incompatible with public health, safety or welfare, the applicant or operator of the facility shall, upon notice from the city and at the applicant's or operator's own expense, remove that facility. Written notice of a determination pursuant to this paragraph shall be sent to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided

that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.

~~ef. Monitoring Requirements. The owner or operator of any personal wireless telecommunication facility approved under this subsection C of this Section 17.12.050 shall allow and cooperate with the director to obtain a detailed technical report prepared by a qualified engineer which shall include the following: (1) verification that the facility conforms with the uncontrolled/general population RF exposure standards established by FCC Office of Engineering and Technology Bulletin 65 (latest edition); (2) verification: (1) verify that the facility design conforms with relevant building and safety requirements; and (2) verify that the facility complies with the requirements of Section 17.12.50 of the Calabasas Municipal Code. (3) verification that the facility complies with the requirements of other applicable law, including this title and the conditions of any approval granted under this title (this latter verification may be based upon a supplemental report prepared by another qualified person). The applicant, owner or operator shall submit a deposit with the city for its actual costs of that testing to the extent those costs are not fully recovered by any regulatory fee imposed by the city. If monitoring demonstrates that a personal wireless telecommunication facility is not in compliance with the requirements of applicable law, that shall be a basis for the revocation of any permit granted under this title pursuant to Section 17.80.070 of this title. It is anticipated that such monitoring will occur not more than annually unless the city has particular reason to believe that a specific wireless facility is not in compliance with this section and other applicable law, in which case, further monitoring may occur.~~

fg. Prior to the issuance of a building permit or encroachment permit, the applicant or owner/operator of the facility shall pay for and provide a performance bond, which shall be in effect until all facilities are fully and completely removed and the site reasonably returned to its original condition. The purpose of this bond is to cover the applicant's or owner/operator of the facility's obligation under the conditions of approval and the City of Calabasas Municipal Code. The bond coverage shall include, but not be limited to, removal of the facility, maintenance obligations and landscaping obligations. (The amount of the performance bond shall be set by the director on a case-specific basis and in an amount reasonably related to the

obligations required under this code and all conditions of approval, and shall be specified in the conditions of approval.)

- g. An applicant shall not transfer a permit to any person or entity prior to completion of construction of a personal wireless telecommunication facility.
- h. The applicant shall submit as-built photographs of the facility within ninety (90) days of installation of the facility, detailing the installed equipment.
- i. A personal wireless telecommunication facility may operate only until the tenth anniversary of the date it is first placed into service, unless that sunset date is extended by additional term(s) not to exceed ten (10) years pursuant to a wireless facility permit issued under this Section 17.12.050. There is no limit to the number of times the sunset date for a facility may be extended.

SECTION 6. 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 7. 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 8. 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 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 11, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR
JOHN BINGHAM, SENIOR MANAGEMENT ANALYST

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-1403, AUTHORIZING AND APPROVING THE EXECUTION OF A COOPERATION AGREEMENT WITH THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2015-2018.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

Adopt Resolution No. 2014-1403 authorizing and approving the execution of a Cooperation Agreement with the Los Angeles Urban County Community Development Block Grant (CDBG) Program, for the next three year funding cycle, effective July 1, 2015 through June 30, 2018.

DISCUSSION/ANALYSIS:

In order to continue to receive CDBG funds, the City of Calabasas is required to send an adopted resolution and a signed Cooperation Agreement (Attachment B) to the Los Angeles County Community Development Commission (CDC) by May of 2014 authorizing continued participation. The Los Angeles County CDC acts as the intermediary between the Housing and Urban Department (HUD) and the City in the distribution of CDBG funds. Each year, the City receives approximately \$80,000 in CDBG funds to support the housing/residential rehabilitation program. The City's continued participation in the Los Angeles Urban County Community

Development Block Grant (CDBG) via the Cooperation Agreement ensures that this popular and vital program will continue uninterrupted.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

Adopt Resolution No. 2014-1403 authorizing and approving the execution of a Cooperation Agreement with the Los Angeles Urban County Community Development Block Grant Program, for the next three-year funding cycle, effective July 1, 2015 through June 30, 2018.

ATTACHMENTS:

A – Resolution No. 2014-1403

B – Cooperation Agreement

RESOLUTION NO. 2014-1403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING AND APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPEMNT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS DESIGEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES.

WHEREAS, the Los Angeles Urban County Community Development Block Grant (CDBG) program requires a fully executed Cooperation Agreement for a participating city to receive CDBG funds; and

WHEREAS, the City of Calabasas has as opportunity to participate in the CDBG program for another three-year period, effective July 1, 2015 through June 30, 2018; and

WHEREAS, the City of Calabasas' CDBG-funded projects have benefitted the community through improving the City's housing stock and providing vital home improvement; and

WHEREAS, the participation in the CDBG program allows the City to control its own allocation of CDBG funds provided that the program selections meet CDBG regulations regarding elimination of slum and light and addressing the needs of low and moderate-income households.

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

SECTION 1. That the City Manager is authorized and directed to execute any and all documents necessary to entering into a Cooperation Agreement with the County of Los Angeles Community Development Commission for participation in the Community Development Block Grant program for a three-year period from July 1, 2015 through June 30, 2018 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor or his designee to execute any and all documents necessary for participation in the Los Angeles urban County CDBG program on behalf of the City of Calabasas.

SECTION 3. 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, and said copy to be submitted to County of Los Angeles.

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This Agreement is being entered into on this twenty-third day of April 2014, to be effective on the 1st day of July 2015, by and between the City of Calabasas, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2018. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing

assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2015**, the beginning date of this new Urban County Qualification Period, which will end on **June 30, 2018**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year

extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, affirmatively furthering fair housing, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
12. All program income generated from the disposition or transfer of real property

acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.

13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall or shall continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:

- i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 17.
- d. Notifying the employee in the statement required by paragraph “a” of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date

COUNTY OF LOS ANGELES

CITY OF CALABASAS

By _____
SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By _____
David J. Shapiro, Mayor

ATTEST:

City Clerk

By _____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

By _____
Scott H. Howard, City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 10, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ~~RYAN THOMPSON~~ ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR
RYAN THOMPSON, ASSISTANT TRANSPORTATION PLANNER

SUBJECT: ADOPTION OF RESOLUTION 2014-1411, AMENDING RESOLUTION 2008-1150 TO REDUCE THE SPEED LIMIT ON PARK SORRENTO, BETWEEN PARK ADELFA AND 250 FEET NORTH OF PARK OLIVO, TO A SPEED LIMIT OF 25 MILES PER HOUR.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

The Traffic and Transportation Commission and Staff both recommend that the City Council adopt Resolution 2014-1411, amending Resolution 2008-1150 to reduce the speed limit on Park Sorrento, between Park Adelfa and 250 feet north of Park Olivo, to a speed limit of 25 miles per hour.

BACKGROUND:

In 2013, three roundabouts and landscaping elements were installed on Park Sorrento, at Park Adelfa, Park Jacaranda, and Park Olivo. After allowing time for residents and commuters to become used to having these traffic control devices in their neighborhoods, staff reviewed the effect the new traffic controls had upon speed.

Speed surveys serve as a valuable information source in determining safe and reasonable speeds for local roads. Speed surveys not only compile data of the speed of vehicles on the road but also take into account the volume of traffic on the road, and accident rates. The findings from this data provide a long term view of trends and issues on surface streets and are the primary instrument used to establish speed limits.

DISCUSSION/ANALYSIS:

The geometric design and speed data (EXHIBIT A) were collected and reviewed by Staff. Staff presented their findings to the Traffic and Transportation Commission at the Special Meeting of March 25th. Staff’s findings include the following:

- 1) The speed survey indicated that the 85th percentile speed along Park Sorrento was 29 miles per hour travelling northbound and 29 miles per hour travelling southbound. The aggregate 85th percentile for Park Sorrento, as shown on the Park Sorrento street graphs (EXHIBIT A), is 39.5 miles per hour;
- 2) The accident data shows significant incidences of accidents caused by speeding in the area;
- 3) The segment of Park Sorrento, between Park Adelfa and Park Olivo, leads to a residential zone immediately to the south of Park Adelfa; and
- 4) The traffic calming provided by the roundabouts creates a slower safe speed.

For these reasons, a 25 mile per hour speed limit is recommended on Park Sorrento and Park Adelfa and Park Olivo (EXHIBIT B).

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with this decision.

REQUESTED ACTION:

The Traffic and Transportation Commission and Staff both recommend that the City Council adopt Resolution 2014-1411, amending Resolution 2008-1150 to reduce the speed limit on Park Sorrento, between Park Adelfa and 250 feet north of Park Olivo, to a speed limit of 25 miles per hour.

ATTACHMENTS:

Exhibit A: Speed Data & Street Graphs

Exhibit B: Resolution 2014-1411

ITEM 6 EXHIBIT A



CITY of CALABASAS

ENGINEERING & TRAFFIC SURVEY

Street Name: Park Sorrento **Survey Date:** 3/3/2014
From/To: 250 feet north of Park Olivo **Street Width:** 40
Direction: North & South Bound **# of Vehicle Lanes:** 2
Street Classification: Collector **On-street parking:** No
Adjacent street segment speed limits: 35 MPH **Bicycle Lanes:** 0
Adjacent Land Use: Residential **Pedestrian Usage:** Yes

Highway Conditions, Roadside Characteristics, and Traffic Observations:

Area is located north of series of roundabouts, road has been narrowed and beautified, sidewalks and no bike lanes.

Posted Speed Limit (MPH)
35

10 MPH Pace Speed	
23	to 32

85th Percentile Speed (MPH)
33

Average Daily Traffic
11,363

Length (Miles)
0.19

of Accidents
6

Accident Rate (a/mvm)
0.59

Expected Accident Rate: a/mvm	State (a/mvm)	District #7 (a/mvm)	City (a/mvm)
	N/A	1.55	N/A

Speed Limit Justification:

85th percentile is 33 MPH, consistent with posted limit

RECOMMENDED SPEED LIMIT:

35 MPH

CITY TRAFFIC ENGINEER:

Robert Yalda, P. E., T. E.

DATE: _____

This survey expires 5 years from the date it was performed. This Engineering and Traffic Survey (E&T) has been prepared per Section 627 of the California Vehicle Code (CVC) and the State of California Department of Transportation Traffic Manual. Section 627 of the CVC defines that a E&T shall include consideration of all of the following elements: (1) Prevailing Speed, (2) Accident records, (3) Conditions not readily apparent to the driver, (4) Residential density, and (5) Pedestrian and bicycle safety.

I hereby certify that the foregoing is a true and correct copy of the original document on file in the office of the City Engineer, City of Calabasas,

Date: _____

By,

Maricela Hernandez

City Clerk

EXHIBIT A

CITY OF CALABASAS ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento
 Location: Park Olivo to Tennis & Swim Center
 Direction: NB/SB
 From/To: 0

50th Percentile Speed: 28.00 MPH
 85th Percentile Speed: 33.00 MPH
 10 MPH Pace Speed: 23 TO 32
 Percent in Pace Speed: 76.24%
 Number of Vehicles Observed: 101

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PCT (%)
15	0	0.0%	0.0%
16	1	1.0%	1.0%
17	1	1.0%	2.0%
18	0	0.0%	2.0%
19	2	2.0%	4.0%
20	1	1.0%	5.0%
21	1	1.0%	5.9%
22	2	2.0%	7.9%
23	5	5.0%	12.9%
24	8	7.9%	20.8%
25	9	8.9%	29.7%
26	7	6.9%	36.6%
27	9	8.9%	45.5%
28	4	4.0%	49.5%
29	9	8.9%	58.4%
30	6	5.9%	64.4%
31	13	12.9%	77.2%
32	7	6.9%	84.2%
33	1	1.0%	85.1%
34	2	2.0%	87.1%
35	3	3.0%	90.1%
36	3	3.0%	93.1%
37	1	1.0%	94.1%
38	2	2.0%	96.0%
39	1	1.0%	97.0%
40	2	2.0%	99.0%
41	0	0.0%	99.0%
42	0	0.0%	99.0%
43	1	1.0%	100.0%
44	0	0.0%	100.0%
45	0	0.0%	100.0%
46	0	0.0%	100.0%
47	0	0.0%	100.0%
48	0	0.0%	100.0%
49	0	0.0%	100.0%
50	0	0.0%	100.0%
51	0	0.0%	100.0%
52	0	0.0%	100.0%
53	0	0.0%	100.0%
54	0	0.0%	100.0%
55	0	0.0%	100.0%
56	0	0.0%	100.0%
57	0	0.0%	100.0%
58	0	0.0%	100.0%
59	0	0.0%	100.0%
60	0	0.0%	100.0%
61	0	0.0%	100.0%
62	0	0.0%	100.0%
63	0	0.0%	100.0%
64	0	0.0%	100.0%
65	0	0.0%	100.0%
	101	100.0%	

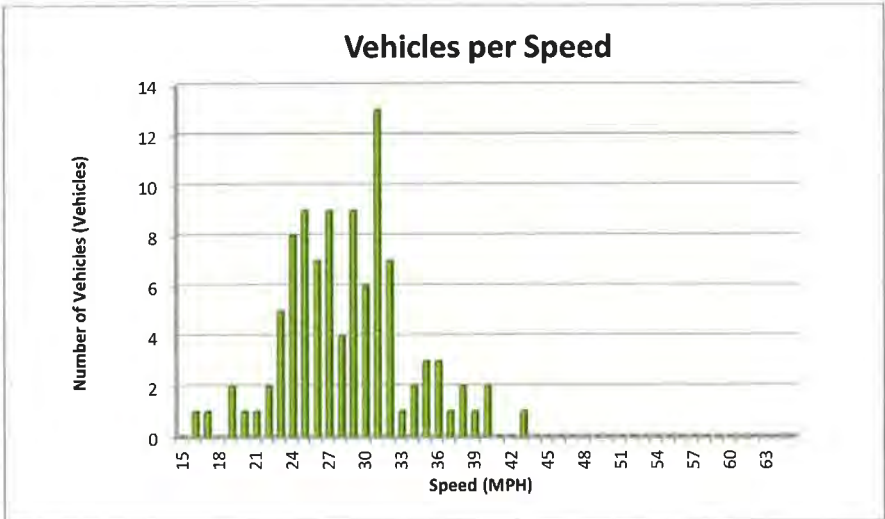
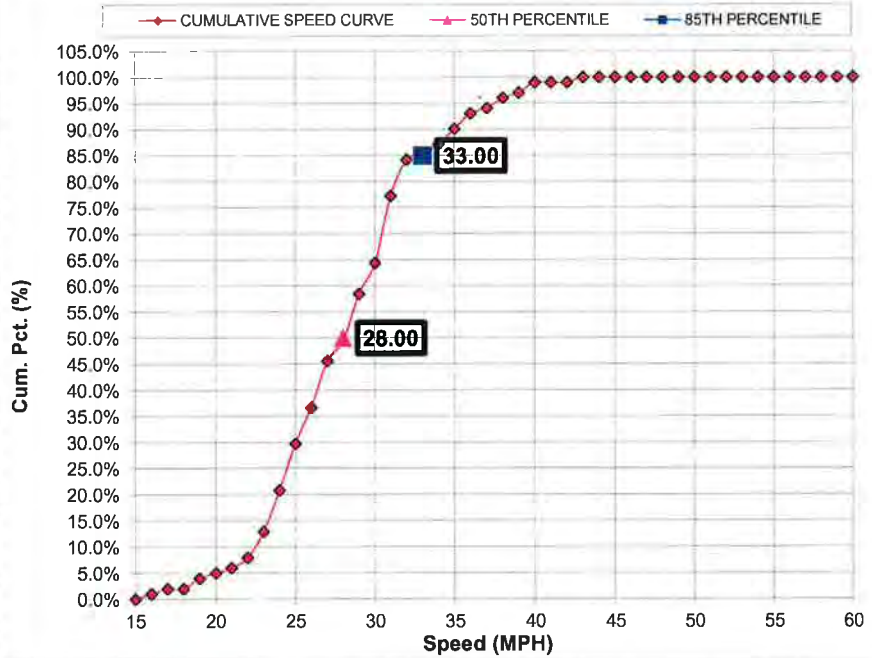


EXHIBIT A



CITY of CALABASAS

ENGINEERING & TRAFFIC SURVEY

Street Name: Park Sorrento **Survey Date:** 1/15/2014

From/To: Park Adelfa to Park Jacaranda **Street Width:** 32

Direction: North & South Bound **# of Vehicle Lanes:** 2

Street Classification: Collector **On-street parking:** No

Adjacent street segment speed limits: 35 MPH **Bicycle Lanes:** 0

Adjacent Land Use: Residential **Pedestrian Usage:** Yes

Highway Conditions, Roadside Characteristics, and Traffic Observations:

Area is located in middle of series of traffic circles, road has been narrowed and beautified, sidewalks and no bike lanes.

Posted Speed Limit (MPH)
25

10 MPH Pace Speed
20 to 29

85th Percentile Speed (MPH)
27

Average Daily Traffic
11,363

Length (Miles)
0.19

of Accidents
6

Accident Rate (a/mvm)
0.59

Expected Accident Rate: a/mvm	State (a/mvm)	District #7 (a/mvm)	City (a/mvm)
	N/A	1.55	N/A

Speed Limit Justification:

Speed to south is 35 MPH for 300 feet, until it drops to 25 MPH in residential zone. As 85th percentile in roundabouts is 27 MPH, this change would be consistent with 85th percentile speed limit setting, as defined by California Vehicle Code and provide consistency in area.

RECOMMENDED SPEED LIMIT: 25 MPH

CITY TRAFFIC ENGINEER: _____
 Robert Yalda, P. E., T. E.

DATE: _____

This survey expires 5 years from the date it was performed. This Engineering and Traffic Survey (E&T) has been prepared per Section 627 of the California Vehicle Code (CVC) and the State of California Department of Transportation Traffic Manual. Section 627 of the CVC defines that a E&T shall include consideration of all of the following elements: (1) Prevailing Speed, (2) Accident records, (3) Conditions not readily apparent to the driver, (4) Residential density, and (5) Pedestrian and bicycle safety.

I hereby certify that the foregoing is a true and correct copy of the original document on file in the office of the City Engineer, City of Calabasas,
 Date: _____ By: _____ City Clerk
 Maricela Hernandez

EXHIBIT A

CITY OF CALABASAS SPOT SPEED SURVEY

Street Park Sorrento Date 1/15/2014 50th % 24 MPH
 Location Park Olivo to Park Adelfa Begin 9:50AM End 11:50 AM 85th % 27 MPH
 Direction NB/SB Weather Cloudy, No Wind, 62°F 10MPH 20 29
 Remarks Park Adelfa to Park Jacaranda Recorded by HALI AZIZ % in Pace 85%

MPH	NUMBER OF VEHICLES						Number of Vehicles	Percent of Total	Cumulative Percentage	
	5	10	15	20	25	30				
65							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
60							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
55							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
50							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
45							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
40							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
35							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
							0	0%	100%	
	X						1	0%	100%	
	X X						2	1%	100%	
	X						1	0%	99%	
							0	0%	98%	
30	O O X X						4	2%	98%	
	O O O O X X X X X X						10	5%	96%	
	O O O O X X X X X X						10	5%	91%	
	O O O O O X X X X X X X X X X						15	7%	86%	
	O O O O O X X X X X X X X X X X X X X X X						21	10%	79%	
25	O O O O O O X X X X X X X X						14	7%	68%	
	O O O O O O O O O O O X X X X X X X X X X X X X X X X X						26	13%	62%	
	O O O O O O O O O O O X X X X X X X X X X X						21	10%	49%	
	O O O O O O O O O O O O O O X X X X X X X X X X						24	12%	38%	
	O O O O O O O O O O O O X X X X X X X X X X						19	9%	27%	
20	O O O O O O O O O O O X X X						12	6%	17%	
	O O O O O O X X X X						10	5%	11%	
	O O O O O O						6	3%	6%	
	X X X						3	1%	3%	
	O X						2	1%	2%	
15	X X						2	1%	1%	
X - Eastbound/Northbound O - Westbound/SouthBound							Total Observed	203	100	

EXHIBIT A

CITY OF CALABASAS ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento
 Location: Park Olivo to Park Adelfa
 Direction: NB/SB
 From/To: Park Adelfa to Park Jacaranda

50th Percentile Speed: 24.00 MPH
 85th Percentile Speed: 27.00 MPH
 10 MPH Pace Speed: 20 TO 29
 Percent in Pace Speed: 84.73%
 Number of Vehicles Observed: 203

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PCT (%)
15	2	1.0%	1.0%
16	2	1.0%	2.0%
17	3	1.5%	3.4%
18	6	3.0%	6.4%
19	10	4.9%	11.3%
20	12	5.9%	17.2%
21	19	9.4%	26.6%
22	24	11.8%	38.4%
23	21	10.3%	48.8%
24	26	12.8%	61.6%
25	14	6.9%	68.5%
26	21	10.3%	78.8%
27	15	7.4%	86.2%
28	10	4.9%	91.1%
29	10	4.9%	96.1%
30	4	2.0%	98.0%
31	0	0.0%	98.0%
32	1	0.5%	98.5%
33	2	1.0%	99.5%
34	1	0.5%	100.0%
35	0	0.0%	100.0%
36	0	0.0%	100.0%
37	0	0.0%	100.0%
38	0	0.0%	100.0%
39	0	0.0%	100.0%
40	0	0.0%	100.0%
41	0	0.0%	100.0%
42	0	0.0%	100.0%
43	0	0.0%	100.0%
44	0	0.0%	100.0%
45	0	0.0%	100.0%
46	0	0.0%	100.0%
47	0	0.0%	100.0%
48	0	0.0%	100.0%
49	0	0.0%	100.0%
50	0	0.0%	100.0%
51	0	0.0%	100.0%
52	0	0.0%	100.0%
53	0	0.0%	100.0%
54	0	0.0%	100.0%
55	0	0.0%	100.0%
56	0	0.0%	100.0%
57	0	0.0%	100.0%
58	0	0.0%	100.0%
59	0	0.0%	100.0%
60	0	0.0%	100.0%
61	0	0.0%	100.0%
62	0	0.0%	100.0%
63	0	0.0%	100.0%
64	0	0.0%	100.0%
65	0	0.0%	100.0%
	203	100.0%	

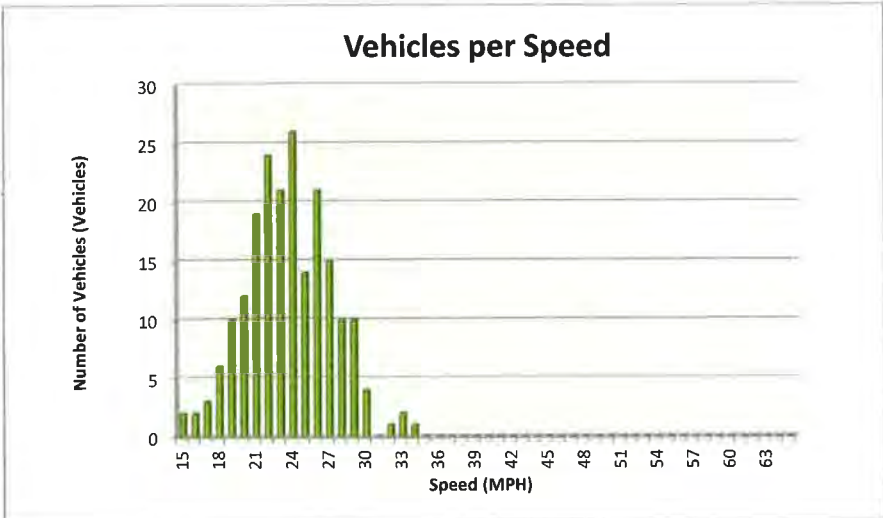
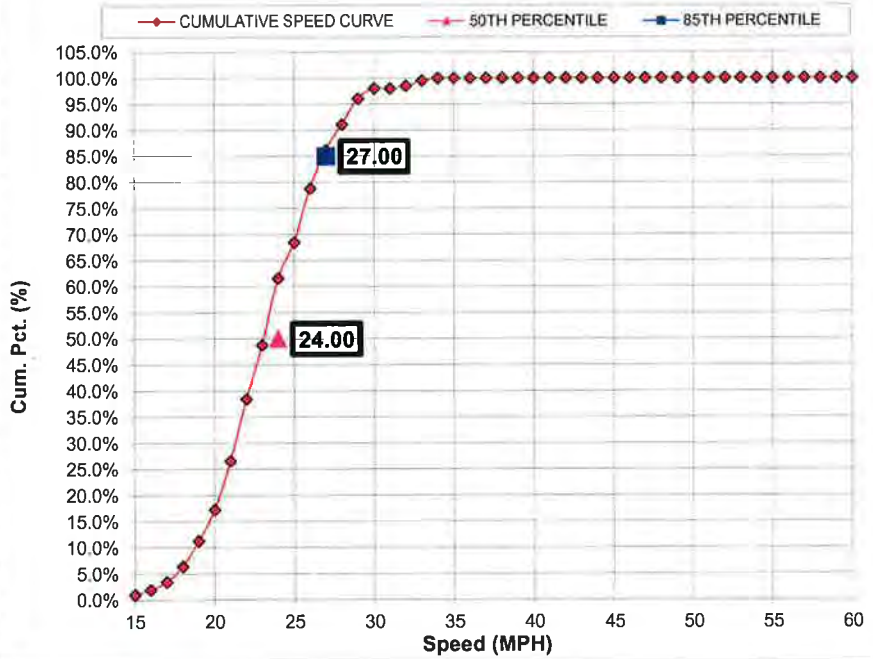


EXHIBIT A



CITY of CALABASAS

ENGINEERING & TRAFFIC SURVEY

Street Name: Park Sorrento Survey Date: 1/16/2014

From/To: Park Adelfa to Park Jacaranda Street Width: 32

Direction: North & South Bound # of Vehicle Lanes: 2

Street Classification: Collector On-street parking: No

Adjacent street segment speed limits: 35 MPH Bicycle Lanes: 0

Adjacent Land Use: Residential Pedestrian Usage: Yes

Highway Conditions, Roadside Characteristics, and Traffic Observations:

Area is located in middle of series of roundabouts, road has been narrowed and beautified, sidewalks and no bike lanes.

Posted Speed Limit (MPH)
25

10 MPH Pace Speed
20 to 29

85th Percentile Speed (MPH)
27

Average Daily Traffic
11,363

Length (Miles)
0.19

of Accidents
6

Accident Rate (a/mvm)
0.59

Expected Accident Rate: a/mvm	State (a/mvm)	District #7 (a/mvm)	City (a/mvm)
	N/A	1.55	N/A

Speed Limit Justification:

Speed to south is 35 MPH for 300 feet, until it drops to 25 MPH in residential zone. As 85th percentile in roundabouts is 27 MPH, this change would be consistent with 85th percentile speed limit setting, as defined by California Vehicle Code and provide consistency in area.

RECOMMENDED SPEED LIMIT:

25 MPH

CITY TRAFFIC ENGINEER:

Robert Yalda, P. E., T. E.

DATE:

This survey expires 5 years from the date it was performed. This Engineering and Traffic Survey (E&T) has been prepared per Section 627 of the California Vehicle Code (CVC) and the State of California Department of Transportation Traffic Manual. Section 627 of the CVC defines that a E&T shall include consideration of all of the following elements: (1) Prevailing Speed, (2) Accident records, (3) Conditions not readily apparent to the driver, (4) Residential density, and (5) Pedestrian and bicycle safety.

I hereby certify that the forgoing is a true and correct copy of the original document on file in the office of the City Engineer, City of Calabasas.

Date: _____

By,

City Clerk

Maricela Hernandez

EXHIBIT A

CITY OF CALABASAS ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento
Location: Park Olivo to Park Adelfa
Direction: NB/SB
From/To: Park Adelfa to Park Jacaranda

50th Percentile Speed: 25.00 MPH
85th Percentile Speed: 27.00 MPH
10 MPH Pace Speed: 20 TO 29
Percent in Pace Speed: 94.17%
Number of Vehicles Observed: 120

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PCT (%)
15	0	0.0%	0.0%
16	0	0.0%	0.0%
17	0	0.0%	0.0%
18	0	0.0%	0.0%
19	3	2.5%	2.5%
20	2	1.7%	4.2%
21	8	6.7%	10.8%
22	5	4.2%	15.0%
23	18	15.0%	30.0%
24	15	12.5%	42.5%
25	28	23.3%	65.8%
26	17	14.2%	80.0%
27	10	8.3%	88.3%
28	7	5.8%	94.2%
29	3	2.5%	96.7%
30	1	0.8%	97.5%
31	1	0.8%	98.3%
32	1	0.8%	99.2%
33	0	0.0%	99.2%
34	0	0.0%	99.2%
35	0	0.0%	99.2%
36	0	0.0%	99.2%
37	0	0.0%	99.2%
38	0	0.0%	99.2%
39	0	0.0%	99.2%
40	0	0.0%	99.2%
41	0	0.0%	99.2%
42	0	0.0%	99.2%
43	1	0.8%	100.0%
44	0	0.0%	100.0%
45	0	0.0%	100.0%
46	0	0.0%	100.0%
47	0	0.0%	100.0%
48	0	0.0%	100.0%
49	0	0.0%	100.0%
50	0	0.0%	100.0%
51	0	0.0%	100.0%
52	0	0.0%	100.0%
53	0	0.0%	100.0%
54	0	0.0%	100.0%
55	0	0.0%	100.0%
56	0	0.0%	100.0%
57	0	0.0%	100.0%
58	0	0.0%	100.0%
59	0	0.0%	100.0%
60	0	0.0%	100.0%
61	0	0.0%	100.0%
62	0	0.0%	100.0%
63	0	0.0%	100.0%
64	0	0.0%	100.0%
65	0	0.0%	100.0%
	120	100.0%	

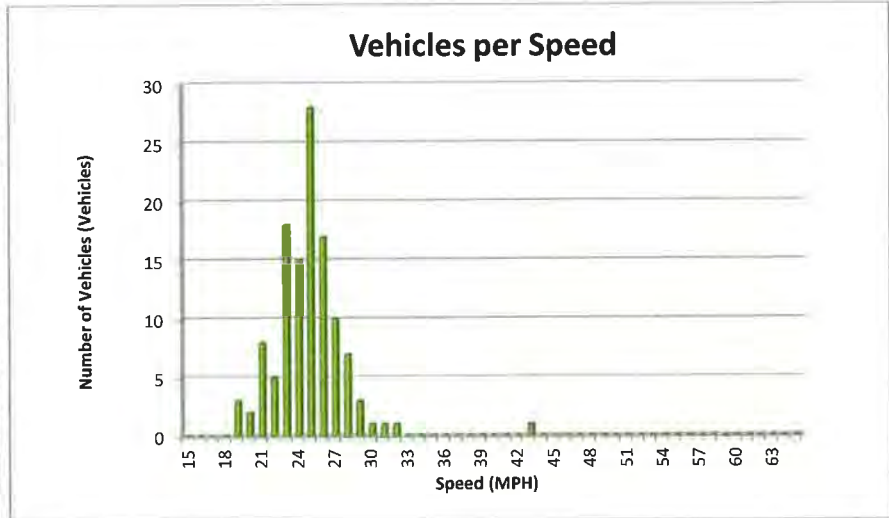
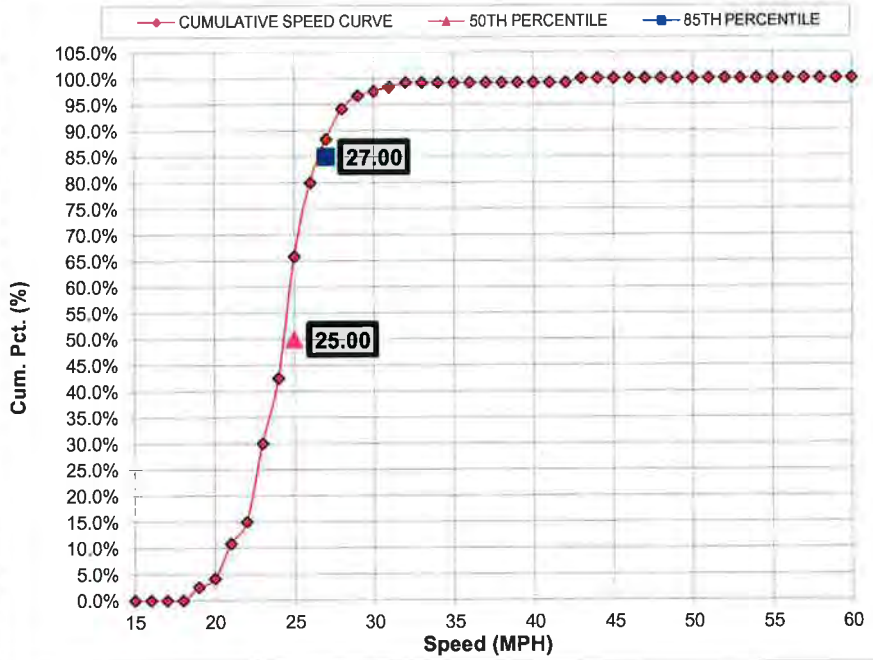


EXHIBIT A



CITY of CALABASAS

ENGINEERING & TRAFFIC SURVEY

Street Name: Park Sorrento **Survey Date:** 3/3/2014
From/To: 250 feet south of Park Adelfa **Street Width:** 40
Direction: North & South Bound **# of Vehicle Lanes:** 2
Street Classification: Collector **On-street parking:** No
Adjacent street segment speed limits: 25 MPH **Bicycle Lanes:** 0
Adjacent Land Use: Residential **Pedestrian Usage:** Yes

Highway Conditions, Roadside Characteristics, and Traffic Observations:

Area is located to the south of roundabouts, and to the north of residential zone. Sidewalks, no bike lanes, moderate levels of traffic.

Posted Speed Limit (MPH)
25

10 MPH Pace Speed
19 to 28

85th Percentile Speed (MPH)
28

Average Daily Traffic
11,363

Length (Miles)
0.19

of Accidents
6

Accident Rate (a/mvm)
0.59

Expected Accident Rate: a/mvm	State (a/mvm)	District #7 (a/mvm)	City (a/mvm)
	N/A	1.55	N/A

Speed Limit Justification:

This area lies between a residential zone and a series of roundabouts. Speed limit to the south is 25 MPH, speed limit in roundabouts is 25 MPH, 85th percentile in area is 28 MPH. A speed limit of 25 MPH would make this area consistent with the speeds both north and south, and remains close to the 85th percentile.

RECOMMENDED SPEED LIMIT: **25 MPH**

CITY TRAFFIC ENGINEER: Robert Yalda, P. E., T. E.

DATE: _____

This survey expires 5 years from the date it was performed. This Engineering and Traffic Survey (E&T) has been prepared per Section 627 of the California Vehicle Code (CVC) and the State of California Department of Transportation Traffic Manual. Section 627 of the CVC defines that a E&T shall include consideration of all of the following elements: (1) Prevailing Speed, (2) Accident records, (3) Conditions not readily apparent to the driver, (4) Residential density, and (5) Pedestrian and bicycle safety.

I hereby certify that the forgoing is a true and correct copy of the original document on file in the office of the City Engineer, City of Calabasas,
 Date: _____ By, Maricela Hernandez City Clerk

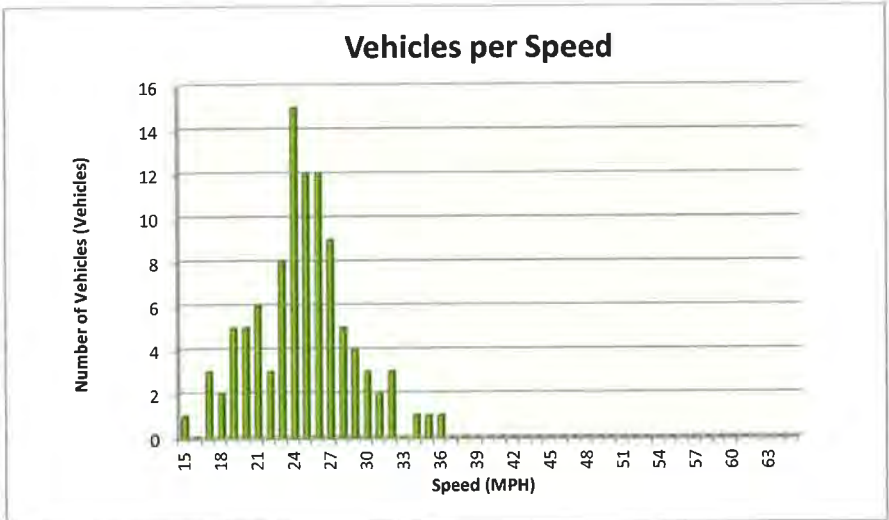
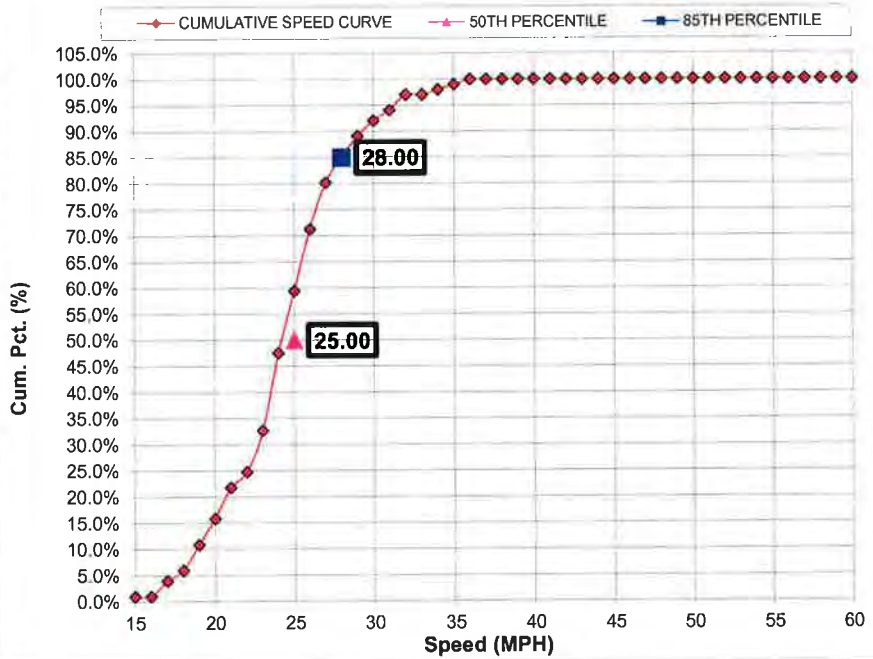
EXHIBIT A

CITY OF CALABASAS ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento
Location: Park Ora to Park Adelfa
Direction: NB/SB
From/To: 0

50th Percentile Speed: 25.00 MPH
85th Percentile Speed: 28.00 MPH
10 MPH Pace Speed: 19 TO 28
Percent in Pace Speed: 79.21%
Number of Vehicles Observed: 101

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PCT (%)
15	1	1.0%	1.0%
16	0	0.0%	1.0%
17	3	3.0%	4.0%
18	2	2.0%	5.9%
19	5	5.0%	10.9%
20	5	5.0%	15.8%
21	6	5.9%	21.8%
22	3	3.0%	24.8%
23	8	7.9%	32.7%
24	15	14.9%	47.5%
25	12	11.9%	59.4%
26	12	11.9%	71.3%
27	9	8.9%	80.2%
28	5	5.0%	85.1%
29	4	4.0%	89.1%
30	3	3.0%	92.1%
31	2	2.0%	94.1%
32	3	3.0%	97.0%
33	0	0.0%	97.0%
34	1	1.0%	98.0%
35	1	1.0%	99.0%
36	1	1.0%	100.0%
37	0	0.0%	100.0%
38	0	0.0%	100.0%
39	0	0.0%	100.0%
40	0	0.0%	100.0%
41	0	0.0%	100.0%
42	0	0.0%	100.0%
43	0	0.0%	100.0%
44	0	0.0%	100.0%
45	0	0.0%	100.0%
46	0	0.0%	100.0%
47	0	0.0%	100.0%
48	0	0.0%	100.0%
49	0	0.0%	100.0%
50	0	0.0%	100.0%
51	0	0.0%	100.0%
52	0	0.0%	100.0%
53	0	0.0%	100.0%
54	0	0.0%	100.0%
55	0	0.0%	100.0%
56	0	0.0%	100.0%
57	0	0.0%	100.0%
58	0	0.0%	100.0%
59	0	0.0%	100.0%
60	0	0.0%	100.0%
61	0	0.0%	100.0%
62	0	0.0%	100.0%
63	0	0.0%	100.0%
64	0	0.0%	100.0%
65	0	0.0%	100.0%
	101	100.0%	



ITEM 6 EXHIBIT B

RESOLUTION NO. 2014-1411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING RESOLUTION 2008-1150, AUTHORIZING THE UPDATE AND ENFORCEMENT OF THE PROPOSED POSTED SPEED CHANGES ON PARK SORRENTO.

WHEREAS, the City of Calabasas is authorized to use radar enforcement of speed limits on local streets pursuant to prima facie speed limits specified in the California Vehicle Code and on other streets if the speed limits established by the City are consistent with the results of an engineering and traffic survey conducted according to standards set forth in Section 627 of the California Vehicle Code; and

WHEREAS, an engineering and traffic survey meeting the requirements of the California Vehicle Code was conducted by the City during the first quarter of 2014; and

WHEREAS, Section 21351 of the California Vehicle Code authorizes the City to place and maintain or cause to be placed and maintained, such appropriate signs, signals, or other traffic control devices as may be necessary to properly indicate and carry out provisions of the Vehicle Code or local traffic ordinances or to warn or guide traffic.

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

SECTION 1. The City Council of the City of Calabasas hereby amends Resolution 2008-1150, authorizing the 2008 Citywide Speed Survey to lower the speed limit on a segment of Park Sorrento to more consistently reflect traveled speed.

SECTION 2. Pursuant to Section 22358 of the California Vehicle Code, the following speed limits are hereby established:

- 1] 25 MPH Park Sorrento, between Park Adelfa and 250 feet north of Park Olivo.

SECTION 3. 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 23rd day of April, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:


Scott H. Howard, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 7, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: RECOMMENDATION TO EXTEND THE PSA WITH RINCON CONSULTANTS INC. FOR ENVIRONMENTAL CONSULTING SERVICES TO DECEMBER 31, 2014.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council extends the PSA with Rincon Consultants Inc. for Environmental Consulting services to December 31, 2014.

BACKGROUND:

The Community Development Department has traditionally procured consultant contracts for environmental services (CEQA) analysis every five years. The last time a Request for Qualifications was issued was in 2009. The top three qualified firms, Rincon Consultants Inc., Envicom Corporation and Environmental Science Associates were awarded contracts with the City. These three agreements are set to expire on May 1, 2014 unless action is taken by the Council to extend them.

Staff is requesting the extension to permit work to continue while staff conducts a request for qualifications process beginning in May 2014. The review and selection process is expected to take two to three months.

A \$300,000 agreement with Rincon Consultants Inc. was executed in May, 2009. The original contract term authorized by the Council was for three years with a two

year extension for a total of five years. Amendment No. 1 for a two year extension was executed in April 2012. Amendment No. 2 to increase the contract value to a maximum of \$400,000 was approved by the Council in July, 2012. Among other efforts, they are currently assisting the City in the preparation of a General Plan Amendment to add the west Agoura Road annexation area. As of March 2014, \$298,559 has been expended.

FISCAL IMPACT/SOURCE OF FUNDING:

The work conducted is primarily paid for through recoverable deposits submitted by project applicants. Work for City projects is paid for through the General Fund or grant sources.

REQUESTED ACTION:

That the City Council extends the PSA with Rincon Consultants Inc. for Environmental Consulting services to December 31, 2014.

ATTACHMENTS:

- A) Amendment No.3 Rincon Consultants, Inc.
- B) Amendment No.2 Rincon Consultants, Inc.
- C) Amendment No.1 Rincon Consultants, Inc.
- D) Professional Services Agreement Rincon Consultants, Inc.

ITEM 7 ATTACHMENT A
AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Rincon Consultants, Inc.)

This Amendment No. 3 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on April 23rd of 2014 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Rincon Consultants, Inc., 180 N. Ashwood Ave., Ventura, CA 93003 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated May 1, 2009 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 Expiration Date of the “Agreement” to read as follows:

“Expiration Date”: December 31, 2014.

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”
Rincon Consultants, Inc

By: _____
David Shapiro, Mayor

By: _____
Mike Gialketsis, Principal

Date: _____

Date: _____

By: _____
Stephen Svete, AICP

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

AMENDMENT No.2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Rincon Consultants, Inc.)

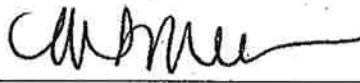
This Amendment No. 2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 8TH day of August, 2012 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Rincon Consultants, Inc., 180 North Ashwood Avenue, Ventura, CA 93003 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 1, 2009 in the following fashion:

- A. "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 \$ 400,000.00.

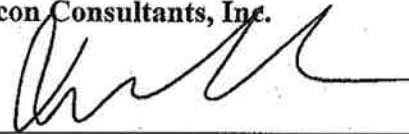
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Calabasas

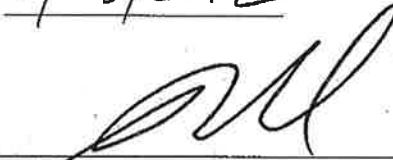
By: 
Mary Sue Maurer
Mayor

Date: 9/12/12

"Consultant"
Rincon Consultants, Inc.

By: 
Michael P. Gialketsis
President

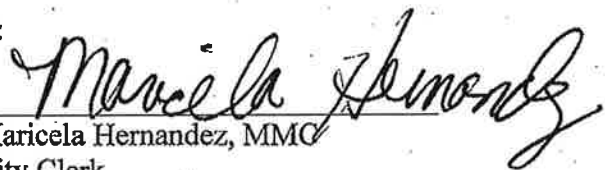
Date: 8/23/2012

By: 
Stephen Svete, AICP. LEED
Vice President

Date: 8-24-2012

Attest:

By:

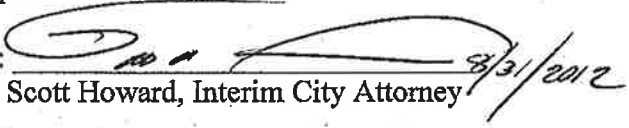

Maricela Hernandez, MMC
City Clerk

Date:

9/13/12

Approved as to form:

By:


Scott Howard, Interim City Attorney

9/13/2012

Professional Services Agreement
City of Calabasas/Rincon Consultants, Inc.

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Rincon Consultants, Inc.)

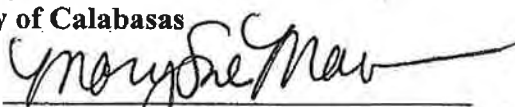
This Amendment No. 1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 11th day of April, 2012 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Rincon Consultants, Inc. ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 1, 2009 in the following fashion:

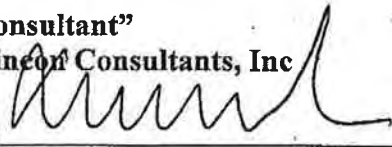
- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.4 "Expiration Date": May 1, 2014.

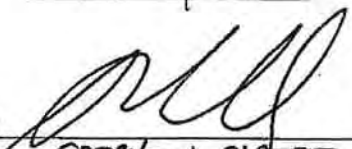
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

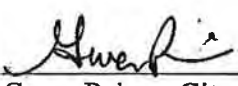
"City"
City of Calabasas
By: 
Mary Sue Maurer, Mayor

Date: 4/11/12

"Consultant"
Rincon Consultants, Inc
By: 
Mike Gialketsis, Principal

Date: 4/6/2012

By: 
STEPHEN SVETE, MCP
Date: 4/10/2012

Attest:
By: 
Gwen Peirce, City Clerk

Date: 4/11/12

Approved as to form:

By:  4/10/12
Michael G. Colantuono, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas/ Rincon Consultants, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Rincon Consultants, Inc., a California corporation ("Consultant").



2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate)
- 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 February 27, 2009 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Additional Services – City Arborist": The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 "Additional Services – Cultural Resources": The City may require that consultant provide services related to cultural resource evaluation and protection.
- 3.4 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's February 27, 2009 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 "Commencement Date": May 1, 2009.
- 3.6 "Expiration Date": May 1, 2012.

Initials: (City)  (Contractor) 

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) 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. Tom Bartlett, City Planner 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.

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.

Initials: (City)



(Contractor)



- 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 ten business days of receipt of each invoice, City shall notify Consultant 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 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.

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.

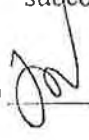

Initials: (City)

(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 incurred by 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

Initials: (City)

 (Contractor) 

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

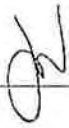
- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be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

Initials: (City)

(Contractor)

- 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 and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies 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 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.

Initials: (City)



(Contractor)



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.

14. 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 Consultant'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: Tom Bartlett, City Planner
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Rincon Consultants, Inc.
790 E. Santa Clara Street
Ventura, CA 93001
Attn: Michael Gialketsis, Principal
Telephone: (805) 641-1000
Facsimile: (805) 641-1072

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono & Levin, PC
11406 Pleasant Valley
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

Initials: (City)

(Contractor)

15. 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.

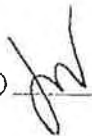
16. TERMINATION

- 16.1. 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.
- 16.2. 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.

17. GENERAL PROVISIONS

- 17.1 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.
- 17.2 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 or medical condition.
- 17.3 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).

Initials: (City)



(Contractor)



- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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

Initials: (City)



(Contractor)



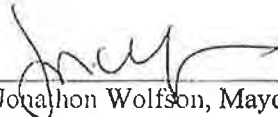
Professional Services Agreement
City of Calabasas/Rincon Consultants, Inc.

herefrom shall be effective and binding only if made in writing and executed by
City and Consultant.

Initials: (City)  (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

By: 
Jonathon Wolfson, Mayor

Date: 4/22/09

“Consultant”
Rincon Consultants, Inc.


By: 
Michael Gialkatsis, Principal

Date: 4/14/09

By: _____

Date: _____

Attest:

By: 
Robin Parker, Acting City Clerk

Date: 4-24-09

Approved as to form:

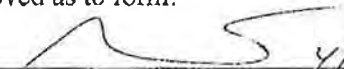
By:  4/22/09
Michael G. Colantuono, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

1. Prepare all environmental documents, including, but not limited to, Initial Studies, Notices of Preparation and Intent to Adopt, Draft NDs, MNDs and EIRs, Final NDs, MNDs, and EIRs, and Notices of Determination.
2. When necessary, prepare any technical studies needed to complete the environmental review.
3. File all notices (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse;
4. Attend all project hearings before the Planning Commission and City Council.
5. Work under the supervision of the Planning Division during the completion of the environmental work.

EXHIBIT B
APPROVED FEE SCHEDULE

Exhibit B
Approved Fee Schedule



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Senior Principal	\$ 155-190/hour
Principal	\$ 125-150/hour
Supervising Environmental Scientist/Planner	\$ 120-140/hour
Senior Environmental Scientist/Planner	\$ 110-130/hour
Environmental Scientist/Planner	\$ 85-105/hour
Environmental Technician	\$ 75-85/hour
Environmental Field Aide	\$ 55-65/hour
AutoCAD, GIS Technician	\$ 85-95/hour
Graphic Designer	\$ 75/hour
Clerical/Administrative Assistant	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

<u>Equipment</u>	<u>Unit Rate</u>	<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day	DC Purge Pump	\$ 35/day
Flame Ionization Detector	\$ 200/day	Dissolved Oxygen Meter	\$ 45/day
Four Gas Monitor	\$ 120/day	Turbidity Meter	\$ 30/day
Oil-Water Interface Probe	\$ 85/day	Sound Level Meter	\$ 125/day
Water Level Indicator	\$ 35/day	General Field GPS	\$ 25/job
Temperature-pH-Conductivity Meter	\$ 50/day	Laser Rangefinder	\$ 40/day
Bailer	\$ 25/day	Integrated GPS/GIS	\$ 250/day
Disposable Bailer	\$ 20/each	Field Computer Equipment	\$ 45/day
Hand Auger Sampler	\$ 55/day	Vacuum Gas Chamber Sampler	\$ 25/day
Brass Sample Sleeves	\$ 10/each	Digital Projector/Computer	\$ 60/day
Decontamination Equipment	\$ 25/day	Infrared Sensor Digital Camera	\$ 75/day
Level C Health and Safety Equipment	\$60/person/day	Anemometer	\$ 30/day
Submersible Pump	\$ 160/day	Soil Vapor Extraction Monitoring Equipment	\$ 140/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11" x 17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample hauling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.

August 2008



**RJR ENGINEERING
PROFESSIONAL FEE SCHEDULE**

CIVIL ENGINEERING & PLANNING PROFESSIONALS

	<u>Hourly Rate</u>
Principal Engineer	\$170.00
Associate Engineer	\$150.00
Senior Engineer	\$125.00
Project Engineer	\$105.00
Staff/Design Engineer	\$ 90.00
Plan Processor	\$ 75.00
Draftsman	\$ 65.00

STREAM RESTORATION/HYDRAULICS & FLOOD CONTROL PROFESSIONALS

Principal Engineer	\$180.00
Associate Engineer	\$160.00
Senior Engineer	\$135.00
Project Engineer	\$115.00
Staff/Design Engineer	\$100.00
Plan Processor	\$ 85.00

GEOTECHNICAL PROFESSIONALS

Principal Professional	\$160.00
Associate Professional	\$145.00
Senior Professional	\$120.00
Project Professional	\$100.00
Staff Professional	\$ 85.00
Field Technician	\$ 75.00
Draftsman	\$ 65.00
Lab Technician	\$ 55.00

DIRECT COSTS

Administration	\$ 45.00
Direct Costs	Cost + 15%
Outside Reproduction	Cost + 15%
Outside Laboratory	Cost + 15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	\$0.75/Mile
Magnetic Locator	\$75.00/Day
Nuclear Test Equipment	\$100.00/Day
GPS Unit	\$100.00/Day
In House Laboratory Fees	See "Lab Fee Schedule"
In House Reproduction	See "Below Fee Schedule"

Copies: ..	\$0.15	Bonds (6 s.f.)	\$6.00	Bindings:	\$1.00
Bond Scan	\$2.00	Vellums (6 s.f.)	\$10.00	Mylar (6 s.f.)	\$15.00
Elect. Scan	\$10.00 (on cd)				

All work will be performed on a "Time and Materials" based on the above fees unless otherwise expressly stated.

Rincon Consultants, Inc.

Supplement to Statement of Qualifications

Hourly Rates


Robert Wlodarski, HEART	\$125/hour
Jim Faul, Huitt-Zollars	\$200/hour
Peter Bernard, Huitt-Zollars	\$175/hour
Randy Chapman, Huitt-Zollars	\$175/hour
Mike Phipps, Cotton, Shires	\$165/hour



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 7, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: RECOMMENDATION TO EXTEND THE PSA WITH ENVICOM CORPORATION FOR ENVIRONMENTAL CONSULTING SERVICES TO DECEMBER 31, 2014.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council extends the PSA with Envicom Corporation for Environmental Consulting services to December 31, 2014.

BACKGROUND:

The Community Development Department has traditionally procured consultant contracts for environmental services (CEQA) analysis every five years. The last time a Request for Qualifications was issued was in 2009. The top three qualified firms, Rincon Consultants Inc., Envicom Corporation and Environmental Science Associates were awarded contracts with the City. These three agreements are set to expire on May 1, 2014 unless action is taken by the Council to extend them.

Staff is requesting the extension to permit work to continue while staff conducts a request for qualifications process beginning in May 2014. The review and selection process is expected to take two to three months.

The current \$300,000 agreement with Envicom Corporation was executed in May, 2009. As of March 2014, \$72,587 has been expended. The original contract

term authorized by the Council was for three years with a two year extension for a total of five years. One amendment for a two year extension was issued. Among other efforts, they are currently assisting the City in conducting an Environmental Impact Report for a new home in Old Topanga.

FISCAL IMPACT/SOURCE OF FUNDING:

The work conducted is paid for through recoverable deposits submitted by project applicants.

REQUESTED ACTION:

That the City Council extends the PSA with Envicom Corporation for Environmental Consulting services to December 31, 2014.

ATTACHMENTS:

- A) Amendment No.2 Envicom Corporation
- B) Amendment No.1 Envicom Corporation
- C) Professional Services Agreement, Envicom Corporation

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Envicom Corporation)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on April 23rd of 2014 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Envicom Corporation, 4165 E. Thousand Oaks Blvd., Suite 290, Westlake Village, CA, 91362 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated May 1, 2009 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 Expiration Date of the “Agreement” to read as follows:

“Expiration Date”: December 31, 2014.

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”
Envicom Corporation

By: _____
David Shapiro, Mayor

By: _____
Travis Cullen, Chief Operation Officer

Date: _____

Date: _____

By: _____
Primo Tapia, Vice President

Date: _____

Attest:

By: _____

Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

3003

Professional Services Agreement
City of Calabasas/Envicom Corporation

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Envicom Corporation)

This Amendment No. 1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 11th day of April, 2012 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Envicom Corporation ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 1, 2009 in the following fashion:

- A. "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": May 1, 2014.

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: Mary Sue Maurer
Mary Sue Maurer, Mayor

Date: 4/11/12

"Consultant"

Envicom Corporation

By: Travis Cullen
Travis Cullen, Chief Operating Officer

Date: 4/9/12

By: Primo Tapia
Primo Tapia, Vice President

Date: 4/9/12

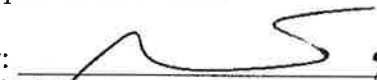
Attest:

By: Gwen Peirce
Gwen Peirce, City Clerk

Date: 4/11/12

Professional Services Agreement
City of Calabasas/Envicom Corporation

Approved as to form:

By:  4/10/12
Michael G. Colantuono, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas/ Envicom Corporation)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Envicom Corporation, a California Corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate)
- 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 February 27, 2009 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Additional Services – City Arborist": The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 "Additional Services – Cultural Resources": The City may require that consultant provide services related to cultural resource evaluation and protection.
- 3.4 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's February 27, 2009 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 "Commencement Date": May 1, 2009.
- 3.6 "Expiration Date": May 1, 2012.

Initials: (City)

(Contractor)

JM *IC* *PS*

4. **TERM**

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

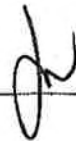
5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) 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. Tom Bartlett, City Planner 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.

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.

Initials: (City)



(Contractor)



- 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 ten business days of receipt of each invoice, City shall notify Consultant 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 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.

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.

JW

TC PS

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 incurred by 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.
- 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.

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- 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 and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies 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 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.

JN

EPJ

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.

14. 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 Consultant'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: Tom Bartlett, City Planner
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Envicom Corporation
28328 Agoura Road
Agoura Hills, CA 91301
Attn: Travis Cullen, COO
Telephone: (818) 879-4700
Facsimile: (818) 879-4711

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono & Levin, PC
11406 Pleasant Valley
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

Initials: (City)

(Contractor)

15. 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.

16. TERMINATION

16.1. 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.

17. GENERAL PROVISIONS

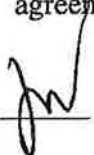
17.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

17.2 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 or medical condition.

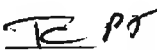
17.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section 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).

- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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

Initials: (City)



(Contractor)



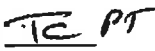
Professional Services Agreement
City of Calabasas/Envicom Corporation

herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City)

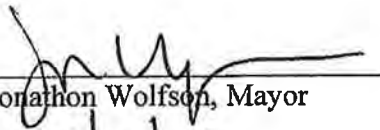


(Contractor)

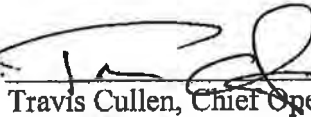
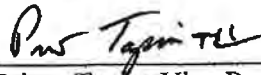


TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.


"City"
City of Calabasas

By: 
Jonathon Wolfson, Mayor
Date: 4/23/09

"Consultant"
Envicom Corporation

By: 
Travis Cullen, Chief Operating Officer
Date: 4/21/09
By: 
Primo Tapla, Vice President
Date: 4/21/09

Attest:

By: 
Robin Parker, Acting City Clerk
Date: 4-24-09

Approved as to form:


By: 
Michael G. Colantuono, City Attorney
4/22/09

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

1. Prepare all environmental documents, including, but not limited to, Initial Studies, Notices of Preparation and Intent to Adopt, Draft NDs, MNDs and EIRs, Final NDs, MNDs, and EIRs, and Notices of Determination.
2. When necessary, prepare any technical studies needed to complete the environmental review.
3. File all notices (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse;
4. Attend all project hearings before the Planning Commission and City Council.
5. Work under the supervision of the Planning Division during the completion of the environmental work.

EXHIBIT B
APPROVED FEE SCHEDULE

Exhibit B
Approved Fee Schedule



Environmental Analysis & Compliance

Urban Planning & Design

Real Estate Development & Entitlement

Environmental Restoration

Real Estate Economics & Valuation

PROFESSIONAL FEE SCHEDULE
January 1, 2009

Envicom Professional Fee Schedule applies to the following services:

- Environmental Studies (CEQA/NEPA)
- Environmental Constraints Analyses
- Site Planning/Design
- Development Entitlements Processing
- Biological Resource Studies/Tree Surveys
- ACOE/CDFG Jurisdictional Reporting
- Trustee Agency Permits
- Habitat Restoration Plans
- Litigation Support
- Expert Witness Testimony

PERSONNEL

Principal I	\$250.00
Principal II	\$165.00
Director	\$150.00
Associate	\$130.00
Senior Analyst	\$90.00-\$115.00
Environmental Analyst/Staff Scientist	\$70.00-\$85.00
GIS /Mapping	\$85.00
Project Assistant/Production Specialist	\$60.00-\$75.00
Intern	\$50.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

PROJECT-RELATED EXPENSES:

Communication costs of three percent (3%) of total labor billings will be charged in lieu of the actual cost of long distance and cellular telephone costs, pager costs, facsimile costs, incidental office supplies and personal computer usage. Travel related expenses (hotels, meals, rental vehicles, etc.) are charged at cost plus fifteen percent (15%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. Black and white copies will be charged at \$0.15 per page. All in-house color copies will be charged at \$2.40 per 8-1/2x11 color copy and \$2.85 per 11x17 color copy. Oversized copies and plots will be as quoted. Use of a personal vehicle will be at current IRS rate (currently \$0.55 per mile). All other out of pocket direct expenses identifiable to an assignment will be charged at cost plus fifteen percent (15%). Subcontractors and sub-consultants will be billed at cost plus 15 percent (15%). 4 X 4 trucks will be charged at a rate of \$200/day.

PAYMENT

Envicom Corporation invoices are submitted monthly and payment is due on or before the twenty-fifth (25th) day following the date of the invoice. Delays in timely payment of invoices are subject to interest at one and one-half percent (1 1/2%) per month and may result in delay of work products.

28328 Agoura Road
 Agoura Hills, California 91301

Tel. (818) 879-4700

Fax (818) 879-4711

www.envicomcorporation.com

McKenna et al.

History/Archaeology/Architecture/Paleontology

Jeanette A. McKenna, M.A.
Owner and Principal Investigator
Reg. Professional Archaeologist

2009 thru 2011 BILLING RATES*

Title	2009	2010	2011
Principal Investigator (J. McKenna)	\$78.75 hr.	\$80.00	\$82.25
Project Manager/Field Director	\$67.50 hr.	\$70.00	\$72.50
Architectural Historian	\$67.50 hr.	\$70.00	\$72.50
Field Crew (Archaeological)	\$50.65 hr.	\$52.50	\$54.00
Laboratory Assistants (Archaeological)	\$45.00 hr.	\$47.50	\$50.00
Misc. Office Support	\$41.63 hr.	\$43.00	\$45.00
Archaeological Records Check (average)	\$400.00	\$450.00	\$500.00
Photography (average per roll/color)	\$28.00	\$30.00	\$35.00
Mileage (adjusted per project)	.44 mile	.44 mile	.48 mile
Report Production/Reproduction	\$45.00 ea.	\$50.00	\$55.00

* = These rates may be adjusted on a project-by-project basis, as needed.
All cost proposals must be approved by Jeanette A. McKenna, Owner/Principal.



**RJR ENGINEERING
PROFESSIONAL FEE SCHEDULE**

CIVIL ENGINEERING & PLANNING PROFESSIONALS

	<u>Hourly Rate</u>
Principal Engineer	\$170.00
Associate Engineer	\$150.00
Senior Engineer	\$125.00
Project Engineer	\$105.00
Staff/Design Engineer	\$ 90.00
Plan Processor	\$ 75.00
Draftsman	\$ 65.00

STREAM RESTORATION/HYDRAULICS & FLOOD CONTROL PROFESSIONALS

Principal Engineer	\$180.00
Associate Engineer	\$160.00
Senior Engineer	\$135.00
Project Engineer	\$115.00
Staff/Design Engineer	\$100.00
Plan Processor	\$ 85.00

GEOTECHNICAL PROFESSIONALS

Principal Professional	\$160.00
Associate Professional	\$145.00
Senior Professional	\$120.00
Project Professional	\$100.00
Staff Professional	\$ 85.00
Field Technician	\$ 75.00
Draftsman	\$ 65.00
Lab Technician	\$ 55.00

DIRECT COSTS

Administration	\$ 45.00
Direct Costs	Cost + 15%
Outside Reproduction	Cost + 15%
Outside Laboratory	Cost + 15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	\$0.75/Mile
Magnetic Locator	\$75.00/Day
Nuclear Test Equipment	\$100.00/Day
GPS Unit	\$100.00/Day
In House Laboratory Fees	See "Lab Fee Schedule"
In House Reproduction	See "Below Fee Schedule"

Copies: \$0.15	Bonds (6 s.f.) \$6.00	Bindings: \$1.00
Bond Scan \$2.00	Vellums (6 s.f.) \$10.00	Mylar (6 s.f.) \$15.00
Elect. Scan \$10.00 (on cd)		

All work will be performed on a "Time and Materials" based on the above fees unless otherwise expressly stated.



205 E. Carrillo Street, Suite 222 • Santa Barbara, CA 93101 • 805.962.1300

Proposal: P09-EC-CC001
City of Calabasas - Photo Simulation & Modeling

April 13, 2009

Renee Mauro
Envicom Corporation
28328 Agoura Road
Agoura Hills, CA 91301
(818) 879-4700

Dear Renee,

Below, are Interacta's rates for developing 3D computer models and photo simulations for the City of Calabasas. Interacta can provide project specific quotes that would generally reduce the overall hourly rate.

Hourly rates:

rate	tasks	hourly rate
1	Meetings, photo shoot, photo editing, presentations, etc.	\$100
2	Design, modeling, rendering, animation, video editing, etc.	\$120

Payments are due net 30 days.

Mailing Address: **Interacta, Inc.**
205 E. Carrillo Street
Suite 222
Santa Barbara, CA 93101

Sincerely,

Ron Stevens
rstevens@interacta3d.com
office: 805.962.1300
cell: 805.455.1526

**FEE SCHEDULE
WILSON GEOSCIENCES INC.**

LABOR CATEGORY	HOURLY RATE
Associate Geotechnical Engineer	\$165.00
Principal Geologist/Engineer	\$125.00
Senior Geologist/Hydrogeologist/ Engineer	\$105.00
Staff Geologist/Engineer	\$80.00
Graphics/Technician/Analyst	\$50.00

REIMBURSABLE COSTS	RATE
Communications (covers all project related non-cellular telephone, facsimile, postage, and preparation of routine correspondence)	Three percent (3%) of direct labor
Miscellaneous Other Direct Costs	Actual Cost-No Markup
Mileage (Project Specific)	\$0.45 per mile

01/2009



Overland Traffic Consultants
27201 Tourney Road, # 206
Santa Clarita, CA 91355
Phone (661) 799 - 8423
Fax: (661) 799 - 8456
E-mail: otc@overlandtraffic.com

April 14, 2009

PERSONNEL RATES

President, Principal Engineer	\$175/hour
Vice President, Principal Engineer	\$175/hour
Senior Engineer	\$150/hour

A Traffic Engineering and Transportation Planning Consulting Services Company



FEE SCHEDULE

Effective 01/01/09 to 12/31/09

Labor

Environmental Remediation Consultant	\$125.00
Geologic Consultant (California Registered Geologist)	\$165.00
Clerical	\$ 55.00
Draftsperson	\$ 71.50
Project Costs (e.g., parking, photocopying, drawing reproduction, equipment rental)	Cost x 1.20
Mileage	0.52/mile
Travel Costs (e.g., airfare, car rental, hotel, per diem)	Cost x 1.20

Giroux and Associates

Standard Schedule of Fees

Valid Through December 2009

Labor Classification	Hourly Billing Rate
Senior Analyst/Project Manager	\$110.00
Associate Planner/Programmer	\$65.00
Administrative Assistant	\$45.00
Data/Field Technician	\$40.00

Mileage reimbursement is \$0.50/mile (\$ 0.50/mile).

All other materials and other direct charges are billed at actual cost with no general & administrative (G & A) fee.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 7, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: RECOMMENDATION TO EXTEND THE PSA WITH ENVIRONMENTAL SCIENCE ASSOCIATES FOR ENVIRONMENTAL CONSULTING SERVICES TO DECEMBER 31, 2014.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council extends the PSA with Environmental Science Associates for Environmental Consulting services to December 31, 2014.

BACKGROUND:

The Community Development Department has traditionally procured consultant contracts for environmental services (CEQA) analysis every five years. The last time a Request for Qualifications was issued was in 2009. The top three qualified firms, Rincon, Envicom Corporation and Environmental Science Associates were awarded contracts with the City. These three agreements are set to expire on May 1, 2014 unless action is taken by the Council to extend them.

Staff is requesting the extension to permit work to continue while staff conducts a request for qualifications process beginning in May 2014. The review and selection process is expected to take two to three months.

The current \$300,000 agreement with Environmental Science Associates (ESA) was executed in May, 2009. As of March 2014, \$103,927 has been expended.

The original contract term authorized by the Council was for three years with a two year extension for a total of five years. One amendment for a two year extension was issued. Among other efforts, they are currently assisting the City in environmental reviews for Viewpoint School.

FISCAL IMPACT/SOURCE OF FUNDING:

The work conducted is paid for through recoverable deposits submitted by project applicants.

REQUESTED ACTION:

That the City Council extends the PSA with Environmental Science Associates for Environmental Consulting services to December 31, 2014.

ATTACHMENTS:

- A) Amendment No.2 ESA
- B) Amendment No.1 ESA
- C) Professional Services Agreement ESA

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Environmental Science Associates)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on April 23rd of 2014 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Environmental Science Associates 626 Wilshire Blvd., Suite 1100, Los Angeles, CA 90017 (“Contractor”)

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated May 1, 2009 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 Expiration Date of the “Agreement” to read as follows:

“Expiration Date”: December 31, 2014.

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”
Environmental Science Associates

By: _____
David Shapiro, Mayor

By: _____
Deanna Hansen, Vice President
Community Development

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

Professional Services Agreement
City of Calabasas/Environmental Science Associates

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Environmental Science Associates)

This Amendment No. 1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this ____ day of April, 2012 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Environmental Science Associates ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 1, 2009 in the following fashion:

- A. "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": May 1, 2014.

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: _____

Mary Sue Maurer, Mayor

Date: _____

4/23/12

"Consultant"

Environmental Science Associates

By: _____

Eric Ruby, Regional Director/Sr. VP

Date: _____

4-11-12

By: _____

Date: _____

4/11/12

Attest:

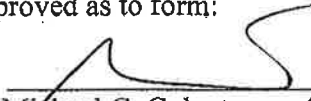
By: _____

Gwen Peirce, City Clerk

Professional Services Agreement
City of Calabasas/Environmental Science Associates

Date: 4/27/12

Approved as to form:

By:  y/12/12
Michael G. Colantuono, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas/ *Environmental Science Associates.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Environmental Science Associates**, a California corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate)
- 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 February 27, 2009 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Additional Services – City Arborist": The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 "Additional Services – Cultural Resources": The City may require that consultant provide services related to cultural resource evaluation and protection.
- 3.4 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's February 27, 2009 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 "Commencement Date": May 1, 2009.
- 3.6 "Expiration Date": May 1, 2012.

Initials: (City) _____ (Contractor) _____

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work consistent with 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. Tom Bartlett, City Planner 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.

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.

Initials: (City)  (Contractor) _____

- 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 ten business days of receipt of each invoice, City shall notify Consultant 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 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.

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 to the extent caused by the negligent 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, 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 incurred by 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.
- 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.

Initials: (City)  (Contractor) _____

- 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.
- 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 and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies 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 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.

Initials: (City)  (Contractor) _____

12.2 In the event any claim or action is brought against City relating to Consultant's negligent 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.

14. 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 Consultant'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: Tom Bartlett, City Planner
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Environmental Science Associates
21650 Oxnard Street, Suite 1680
Woodland Hills, CA 91367
Telephone: (818) 703-8600
Facsimile: (818) 703-5118
Attn: Laura Kaufman, AICP

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono & Levin, PC
11406 Pleasant Valley
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2

Initials: (City) *JN* (Contractor) _____

and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

- 16.1. 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.
- 16.2. 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.

17. GENERAL PROVISIONS

- 17.1 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.
- 17.2 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 or medical condition.
- 17.3 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).
- 17.4 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,

Initials: (City)  (Contractor) _____

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.

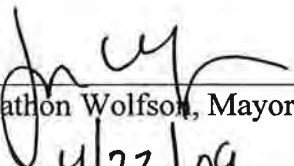
- 17.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 17.6 Each right, power and remedy provided for herein or now 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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) _____

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”
Environmental Science Associates

By: 
Jonathon Wolfson, Mayor

By: 
Eric Ruby, Regional Director / Sr. VP


Date: 4/22/09

Date: 4/20/09

By: 
Director / Office Director

Date: 4-20-09

Attest:

By: 
Robin Parker, Acting City Clerk

Date: 4-24-09

Approved as to form:

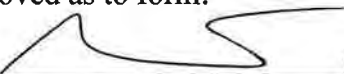
By:  4/22/09
Michael G. Colantuono, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT A SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

1. Prepare all environmental documents, including, but not limited to, Initial Studies, Notices of Preparation and Intent to Adopt, Draft NDs, MNDs and EIRs, Final NDs, MNDs, and EIRs, and Notices of Determination.
2. When necessary, prepare any technical studies needed to complete the environmental review.
3. File all notices (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse;
4. Attend all project hearings before the Planning Commission and City Council.
5. Work under the supervision of the Planning Division during the completion of the environmental work.

EXHIBIT B
APPROVED FEE SCHEDULE

Exhibit B

Approved Fee Schedule

SECTION 6

Fee Schedule

Personnel Category Rates

Charges will be made at the Category rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

TABLE 1
PERSONNEL CATEGORY RATES

Category	Billing Rate
Executive Director	\$250.00
Senior Director II	\$225.00
Senior Director I	\$200.00
Director II	\$190.00
Director I	\$175.00
Senior Managing Associate / Technical Associate II	\$165.00
Senior Managing Associate / Technical Associate I	\$160.00
Managing Associate / Technical Associate II	\$150.00
Managing Associate / Technical Associate I	\$145.00
Senior Associate II	\$130.00
Senior Associate I	\$120.00
Associate III	\$105.00
Associate II	\$95.00
Associate I	\$85.00
Environmental Tech II	\$75.00
Environmental Tech I	\$65.00
Senior Administrative / Graphics	\$100.00
Administrative / Graphics	\$85.00
Clerical	\$70.00

From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

ESA Expenses

A. Travel Expenses

1. Transportation

- a. Company vehicle – IRS mileage reimbursement rate
- b. Common carrier or car rental – actual multiplied by 1.15.

2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15.

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%.

C. Printing/Reproduction Rates

**TABLE 2
PRINTING/REPRODUCTION RATES**

Item	Rate/Page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	0.10
8 1/2 x 11 color	1.00
11 x 17 color	1.50
Covers	0.50
Binding	0.75
HP Plotter	25.00
CD	10.00



**TABLE 2 (continued)
EQUIPMENT RATES**

Item	Rate/Day	Rate/Week	Rate/Month
Vehicles	\$40.00 ^a	\$180.00	\$180.00
Vehicles	\$40.00 ^a	\$180.00	
Laptop Computers	50.00	200.00	500.00
LCD Projector	200.00	600.00	
Noise Meter	50.00		
Sample Pump	25.00		
Surveying Kit	20.00		
Field Traps	40.00		
Digital Planimeter	40.00		
Cameras/Video/Cell Phone	20.00		200.00
Miscellaneous Small Equipment	5.00		
GIS Computer Time	120.00 ^b		
Trimble GeoXT GPS	75.00	350.00	
GIS Imagery	1.50 ^c		
GIS Web Maps			200.00 ^d
Tablet GPS	100.00	400.00	1,000.00
Laser Level	60.00		
Garmin GPS	25.00		250.00

- a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.
- b GIS computer time will be charged at \$15.00 per hour.
- c A GIS image is based on 800 x 1,000 pixels. Custom size will be charged accordingly.
- d GIS Web Maps will be charge in \$200 per unit of disk space.

Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a Federal, State, or local taxing jurisdiction.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 3, 2014
TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: TOM BARTLETT, AICP, CITY PLANNER *TB*
TALYN MIRZAKHANIAN, SENIOR PLANNER *Talyn*
SUBJECT: APPROVAL OF A NEW LOGO FOR THE CITY'S HISTORIC PRESERVATION COMMISSION.
MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council approve the new logo for the Historic Preservation Commission.

BACKGROUND:

On October 11, 2011 the Historic Preservation Commission decided upon a logo for use on historic marker plaques and on official documents relating to the City of Calabasas' historic preservation program. The selected logo incorporated an image of the Park Moderne fountain, along with the text "Historic Calabasas." However, when the selected logo was presented to the City Council, the members of the Council felt the new logo was not the best representation of the City and directed the HPC to develop a new and superior logo.

Following deliberation and collaboration on the part of the Commission, Planning staff, the City Manager, and staff from the Media Department, a new logo was designed for the Commission (see Attachment 1). On February 27, 2014, the Commission voted to recommend approval of the new logo to City Council.

DISCUSSION/ANALYSIS:

Several iterations of logos were presented to the Historic Preservation Commission over the past six months. The Commission settled on a logo that incorporates the hawk and the imagery from the City's official logo, but slightly modified to represent the Historic Preservation Commission.

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

That the City Council approve the attached logo as the Historic Preservation Commission's logo.

ATTACHMENTS:

City Hawk Logo for Historic Preservation Commission.






CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 15, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: LETTER OF SUPPORT FOR A CALTRANS WILDLIFE CORRIDOR CROSSING GRANT AT THE US 101 AND LIBERTY CANYON ROAD.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the City Council approve a letter of support for a CALTRANS wildlife crossing grant at the US 101 Freeway and Liberty Canyon Road.

BACKGROUND:

On Friday, April 11th, the City received a request from the Mountains Recreation and Conservancy Agency asking that the City provide a letter of support for a grant being sought by Caltrans for funds to study and design a wildlife crossing over the US 101 Freeway at Liberty Canyon Road. A copy of the draft letter of support and the email and related grant description are provided as attachments to this report.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

That the City Council approve a letter of support for a CALTRANS wildlife crossing grant at the US 101 and Liberty Canyon Road.

ATTACHMENTS:

- A) Draft Calabasas letter of support
- B) MRCA email request



CITY *of* CALABASAS

DAVID J. SHAPIRO
Mayor

April 23, 2014

Mr. Anthony Foxx
Secretary of Transportation
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

**Ref: City of Calabasas Letter of Support
2014 TIGER Planning Grant Proposal
Submitted by CALTRANS, District 7, Division of Environmental Planning**

Dear Secretary Foxx:

The City of Calabasas, a community of 23,802 persons located in the Santa Monica Mountains, supports the grant application for TIGER funds to study the development of a wildlife crossing over the US 101 freeway at Liberty Canyon Road. Development of a viable wildlife corridor in this area is critical to maintain wildlife populations, and we join the many local, state, federal agencies and private organizations in pledging our support for this effort.

The City urges you to find that the proposal meets the selection criteria and grant the request in the full amount of \$2 million dollars which will allow the necessary environmental studies and design work to proceed. Development of the Crossing would have the added benefit of improving safety by reducing vehicle and wildlife collisions, and reducing highway maintenance workers exposure to traffic.

The City thanks you for your consideration of the CALTRANS grant request, and urges your approval of the funding for this worthwhile and critically needed endeavor benefiting all communities in the region.

Mr. Anthony Foxx
April 23, 2014
Page 2

Sincerely,

David J. Shapiro
Mayor

cc: Calabasas City Council
Anthony M. Coroalles, City Manager
Barbara P. Marquez, Caltrans District 7 - Division of Environmental Planning
Mr. Paul Edelman, Santa Monica Mountains Conservancy

DJS:mt

Maureen Tamuri

From: Jerry Hidalgo <jerry.hidalgo@mrca.ca.gov>
Sent: Friday, April 11, 2014 1:02 PM
To: Maureen Tamuri
Subject: Liberty Canyon Wildlife Crossing Structure Support Letter
Attachments: 2014 TIGER Planning Grant Proposal D07 Liberty Canyon Wildlife Crossing Narrative.docx; 2014 TIGER Planning Grant Proposal D07 Liberty Canyon Wildlife Crossing Project Summary.docx; Liberty Cyn WLC Vicinity Map.pdf; TIGER Grant 2014 _SAMPLE_Ltr of Support.docx

Dear Ms. Tamuri,

Caltrans with the Mountains Recreation and Conservation Authority (MRCA), Santa Monica Mountains Conservancy (SMMC), the National Park Service (NPS), and the Resource Conservation District of the Santa Monica Mountains (RCDSMM) are co-applying for a Transportation Investment Generating Economic Recovery (TIGER) planning grant to do the environmental analysis and final design for a wildlife crossing structure at Liberty Canyon and the 101 Freeway.

We respectfully write to you to consider writing a letter of support for our TIGER grant application. Attached is a narrative, project summary, map, and a sample letter of support. Please feel free to use the provided sample letter or edit/add/modify to the sample letter to suit your needs. The TIGER grant application is due April 25, but feel free to submit signed letters of support as early as possible.

Letters should be addressed to:
Anthony Foxx, Secretary of Transportation
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Physical letters should be sent to:
Barbara P. Marquez, Senior Environmental Planner
Stewardship Unit
Caltrans District 7 - Division of Environmental Planning
100 S. Main Street, MS - 16A
Los Angeles, CA 90012

Electronic letters can be sent to: barbara.marquez@dot.ca.gov or jerry.hidalgo@mrca.ca.gov

We would appreciate if you would contact us at either the phone number or e-mail below to let us know whether you are interested in writing a letter of support. Paul Edelman, SMMC's Deputy Director of Natural Resources and Planning, can also be reached at 310-589-3200, ext. 128 or at edelman@smmc.ca.gov. We look forward to your response and the opportunity to answer any questions.

Sincerely,

Jerry Hidalgo
Project Analyst
Mountains Recreation & Conservation Authority
5810 Ramirez Canyon Road
Malibu, California 90265
(310) 589-3230 ext. 135
jerry.hidalgo@mrca.ca.gov

2014 TIGER Planning Grant Proposal

District 7 Liberty Canyon Wildlife Crossing at US-101

Submitted by, Barbara Marquez, District 7 Division of Environmental Planning

Narrative Description

We would like to propose that TIGER planning funds be obtained for the environmental analysis and design of a wildlife crossing on US-101 near Liberty Canyon Road in the City of Agoura Hills in Los Angeles County. A sustainable wildlife crossing at this location is critically needed in order to maintain wildlife populations that traverse the linkage between the Santa Monica Mountains and the Sierra Madre Range. This linkage is identified in numerous county, city and regional plans and publications as a critically important connection for wildlife. Many state, local and federal agencies, private organizations, and elected officials have pledged their support towards a wildlife crossing at this location.

The Santa Monica Mountains to the Sierra Madre Range is one of the few coastal to inland connections remaining in Southern California. It is identified in the South Coast Missing Linkages Project and the California Essential Habitat Connectivity Project as a critical linkage that needs to be preserved and enhanced. It has also been identified in County and City plans as a critical wildlife linkage. US-101 is an impenetrable barrier for wildlife as they attempt to migrate into or out of the Santa Monica Mountains. Animals with large home ranges, such as mountain lions, are essentially trapped within the mountain range, resulting in inbreeding and high mortality rates. Liberty Canyon provides the best location for a sustainable wildlife crossing within this linkage because prime, protected habitat exists on both sides of the freeway at this location, which also connect to large swaths of protected habitat north and south of this connection.

The Santa Monica Mountains Conservancy has recently pledged \$200,000 towards the development of a Project Study Report for a wildlife crossing at this location. State Senator Fran Pavley has been instrumental in gaining support for this sustainable crossing. She has spoken with Agency Secretary Brian Kelly and has received his support for studying the crossing. The National Park Service has been studying large carnivore movements in this area for over 10 years and has also stated their support and has pledged in-kind services for the study of a crossing at this location. Other governmental agencies and private organizations that are in support of a wildlife crossing at this location include the Resource Conservation District of the Santa Monica Mountains, the California Department of Fish and Wildlife, the US Fish and Wildlife Service, California State Parks, the Nature Conservancy, the City of Agoura Hills, the City of Thousand Oaks, and numerous elected officials. The public has also been extremely supportive of a wildlife crossing and local media has covered this concept extensively. There have even been interviews and articles with publications such as National Geographic. It is anticipated that the environmental analysis and design will take approximately 3 years with an estimated cost of \$2 million. It has been traditionally difficult to fund wildlife crossing structures with transportation funds in California, and the proposed project is innovative in its financing, utilizing non-transportation matching funds.

A wildlife crossing at this location will be an original sustainable design that will showcase Caltrans' innovative engineering. Varied topographic features exist at Liberty Canyon which will require unique structure concepts. In addition, a wildlife crossing at Liberty Canyon could be one of the biggest crossings in the nation, if not the world, since US-101 is a 10-lane freeway at this location. Local entities have stated that they would like this crossing to be recognized as a significant structure and a gateway to the Santa Monica Mountains. A wildlife crossing at Liberty Canyon is an opportunity to demonstrate that Caltrans works with our local and regional partners to integrate critical, sustainable environmental considerations into our transportation network.

2014 TIGER Planning Grant Proposal

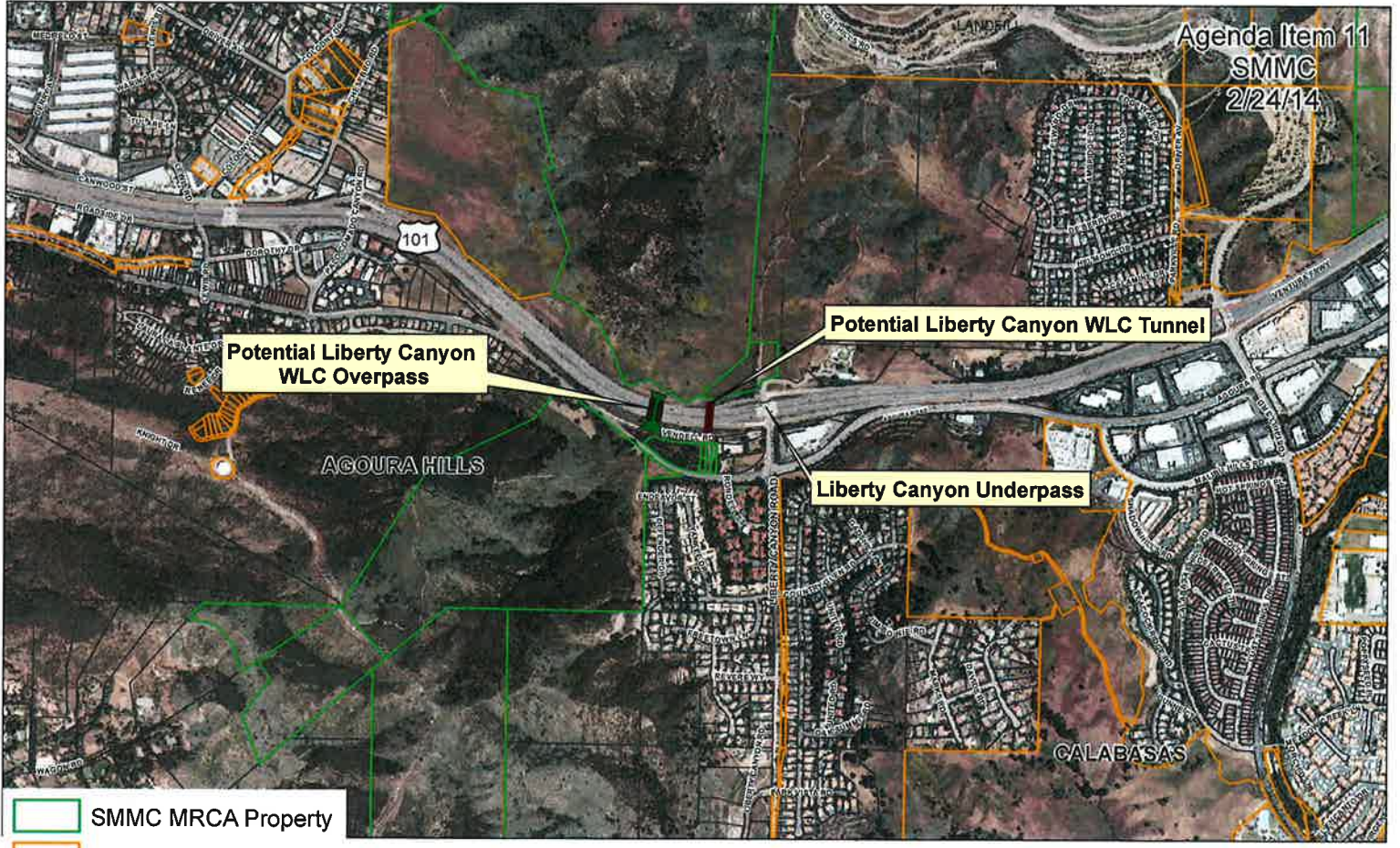
District 7 Liberty Canyon Wildlife Crossing at US-101

Submitted by, Barbara Marquez, District 7 Division of Environmental Planning

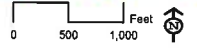
Summary of Proposal Details

- TIGER Planning Grant sought for:
 - Funding the environmental analysis and design of a wildlife crossing
 - Funding for the development of the Project Study Report has been pledged by the Santa Monica Mountains Conservancy
- Primary Selection Criteria
 - Environmental sustainability: provides environmental benefits by improving wildlife connectivity
 - Safety: potentially reduces vehicle/wildlife collisions and reduces highway maintenance worker exposure to traffic
- Secondary Selection Criteria
 - The project involves many cross-jurisdictional partners and supporters, including:
 - Supported by State Senator Fran Pavley
 - Santa Monica Mountains Conservancy (pledged \$200,000 for PSR)
 - National Park Service and California State Parks
 - Resource Conservation District of the Santa Monica Mountains City of Agoura Hills
 - City of Thousand Oaks
 - The Nature Conservancy
 - USFWS and CDFW
 - The project is seeking innovative means of funding
- Competitiveness
 - Meets 2 of the Primary Selection Criteria
 - Wildlife crossing projects are traditionally hard to fund.
 - The project already has multiple partners in state, federal and local government, and in the non-profit and private sector
 - Project will be able to proceed in the specified timeframe. The project only lacks funding in order to proceed. See Schedule, below.
 - The project is very specific in its scope with a well defined narrative.
- Funding Request
 - \$2 million in TIGER Planning Grant funds for the environmental analysis and design of the project.
 - PAED \$600K - \$800K
 - PSE \$1200K - \$1400K
- Schedule: Note that 2014 TIGER Planning Grant Funds are only for PAED and PSE.

<u>Task</u>	<u>Begin</u>	<u>End</u>
PAED	July 2016	June 2018
PSE	July 2018	June 2019



-  SMMC MRCA Property
-  Other Public Land





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR
MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: RECOMMENDATION FROM THE SENIOR TASK FORCE TO APPROVE
A TWO STORY MASSING OF THE CALABASAS SENIOR CENTER**

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the Senior Task Force recommendation of a two story massing of the Calabasas Senior Center.

BACKGROUND:

At the January 8, 2014 City Council Meeting, Council approved the selection of Pankow Builders as the best qualified firm and authorized staff to begin contract negotiations and to include a Gold LEED Standard within the building program. City Council then awarded a Design/Build Contract to Pankow at the March 12, 2014 Council Meeting based on evaluation and scoring of specified criteria and approved the design/construction process to proceed in three separate Council authorized phases:

Phase I, Schematic Design/Massing: Preparation of basic design package, consisting of site and floor plans, elevations and sections sufficient to describe the building to a 10% level of completion, along with a cost estimate of the work.

Phase II, Design Development: Preparation of the approved schematic design to a 50% level of completeness sufficient to permit the preparation of a Guaranteed Maximum Price by the Design-Build team.

Phase III, Final Design (A) and Construction (B): Preparation of final design plans, securing of permits, construction and start-up of the new Senior Center.

DISCUSSION:

Staff provided Pankow with a Notice to Proceed with the Project as of March 31, 2014 with the first task to bring forward Blocking/Massing Options to the Senior Task Force for consideration. The Senior Task Force met on Thursday, April 10, 2014 and after a presentation by Architect David Goodale (he will be available and provide a brief power point to Council) and much discussion by Task Force Members, it was decided to bring forward to City Council a two story option set to the back of the rear parking lot.

In order for Pankow to continue with Phase I and prepare a space plan and conceptual design for the Senior Center, the approval of a two story building is required at this time. Staff will return to Council in late May for final approval on Phase I.

FISCAL IMPACT/SOURCE OF FUNDING:

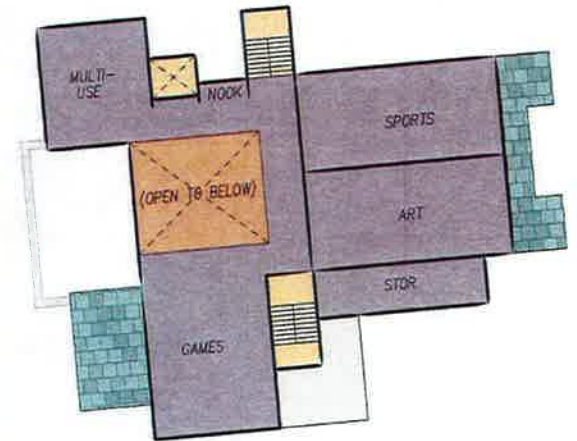
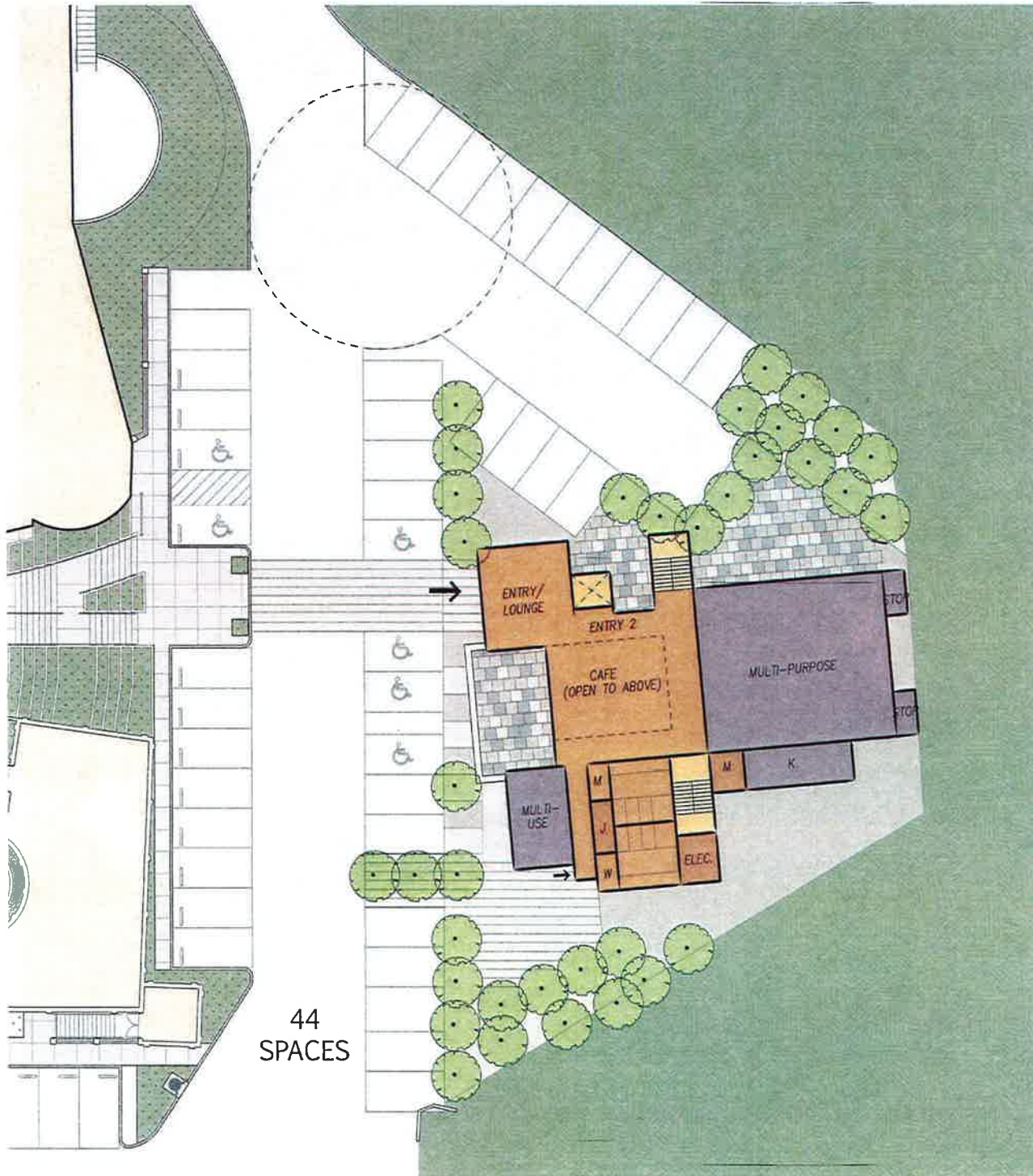
\$4,000,000.00 from Management Reserve for the design and construction of the Calabasas Senior Center.

REQUESTED ACTION:

It is requested that the City Council approve the Senior Task Force recommendation of a two story massing for the Calabasas Senior Center.

ATTACHMENTS:

Two Story Massing Photos.



2-STORY MOUNTAIN







CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SPARKY COHEN, BUILDING OFFICIAL *SC.*

SUBJECT: RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING CODE SERVICES TO M6 CONSULTING IN THE AMOUNT OF \$1,250,000 FOR FIVE YEARS.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the Council award a Professional Services Agreement (PSA) for Building Code Services to M6 Consulting in the amount of \$1,250,000 for five years.

BACKGROUND:

Building code services have been traditionally provided through a consultant contract. The engineering firm of Wildan has been performing this service for the City since City incorporat in 1991. The Wildan contract was last procured for building code services through a competitive request for proposal ("RFP") process and was awarded by the Council in April 2010. The current contract, which was merged at the request of the CFO with two other Wildan contracts in Public Works, was awarded by Council on November 13, 2012. Its contract value is \$1,250,000, of which \$1,000,000 was set aside for Building Code services.

Staff last procured building plan review services in 2010, and traditionally re-procures this PSA every five years. However, due to the retirement of the Wildan Engineer who managed the PSA, and its reassignment to a different Wildan office,

Staff determined that the change was significant and elected to re-procure the scope of services on January 21, 2014.

The RFP process was initiated by contacting both the Ventura Chapter Region and Los Angeles Basin Chapter of the International Code Council to request advertisement of the City's RFP on their respective websites. The RFP was posted on the City Website and 12 firms were also directly contacted via letter by the Building and Safety Department (see attachment A.) A total of 7 firms responded to the RFP.

The 7 proposals were evaluated by two Building and Safety supervisors and the Building Official. Two firms which ranked at the top after the first round of scoring evaluations were selected for interviews. The firms were then interviewed by the City of Malibu Director of Environmental Sustainability; the City of Calabasas Director of Public Safety and Emergency Preparedness and Building Official. At the conclusion of the interview phase, the selection committee determined that M6 Consulting was the highest rated and best qualified firm. Highlights include:

- 1) Principal Engineer, Bob Woodward will be assigned to the City and he had direct experience having been subcontracted by Wildan to fill the role of Calabasas Building and Safety Plan Check Engineer for a one-year period in the absence of the retired Wildan employee.
- 2) Principal Engineer Masoud Mahmoud served as supervising engineer/building code plans examiner for the County of Los Angeles for over twelve years.
- 3) Structural engineer Edward Alexanians leads the structural team and has over 40 years of experience with 27 years of experience with the County of Los Angeles.
- 4) The team also includes: (i) Geo Dynamics, a respected geotechnical engineering firm, (ii) Shams engineering, a firm consisting of electrical and mechanical engineers, and Nader Sham, who served as Chief Electrical Plans Examiner and Inspector for the County of Los Angeles, and (iii) Civil Engineer Kevin Poffenbarger and EDP Consultants, a firm with environmental engineers and expertise in energy codes related to water, gas and electrical conservation.
- 5) In addition to the Civil, Structural, and Geotechnical Engineer qualifications above, the M6 team has the various certifications in the primary disciplines related to the Building Codes.

- 6) The team was the only firm who committed to providing the on-site plan check services with qualified engineers at City Hall two days a week eight hours each day. Calabasas residents and business owners expect a high level of service and M6 will provide two team members - a principal plan check engineer 8 hours each day, as well as a certified plans examiner for over-the-counter reviews each morning and afternoon. All other firms were either: non-committal or non-specific in regards to the amount of time they would spend on-site, or they did not offer to provide the on-site service.

The attached Professional Services Agreement negotiated with M6 Consulting has been reviewed by the City Attorney. A related company MARK IV Engineering, currently has an existing PSA with the Public Works Department, executed in February of 2014 in the amount of \$39,000. As of March of 2014, \$21,690 of the balance has been spent.

FISCAL IMPACT/SOURCE OF FUNDING:

The M6 Consulting contract will be paid for primarily through the collection of plan check fees from applicants seeking Building and Safety permits.

The agreement proposes a fixed percentage of a 55% base fee of the permit value, and provides for an additional 5% percentage increase as an incentive to reach the Departments accelerated "turn-around-time" for plan check reviews. The rate negotiated represents a 15% savings over the Wildan contract. Savings to the City are anticipated to total \$250,000 over a five year period.

The contract also contains building code services for inspections. With the recent loss of a full time building inspector, the PSA provides the opportunity to staff for this position and respond to an anticipated two year peak in future inspection demands. Funding for this service will be requested as part of the Department's annual FY 14/15 budget to be considered in June 2014.

REQUESTED ACTION:

That the Council award a Professional Services Agreement (PSA) for Building Code Services to M6 Consulting in the amount of \$1,250,000 for five years.

ATTACHMENTS:

- Exhibit A, Professional Services Agreement
- Exhibit B, List of Proposers

ITEM 13 EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / *M6 Consulting, Inc*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **M6 Consulting, Inc.**, a **California, Corporation** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Building Code 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 February 24, 2014 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 March 31, 2014 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 24, 2014.
- 3.4 “Expiration Date”: April 24, 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. 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 Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) 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. **Robert P. Woodward, PE**, 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.

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 ten business days of receipt of each invoice, City shall notify Consultant 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 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.

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 (collectively "Indemnitee") 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 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. Consultant's obligations to defend City shall arise in the event of an allegation of negligence, recklessness, or willful misconduct, based on duties, obligations, performance or failure to perform on the part of the Consultant, notwithstanding that it is determined that Consultant is not at fault. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice. The foregoing obligations shall not apply to the extent caused by the Indemnitees.
- 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.
- 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 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 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.

14. PERMITS AND APPROVALS

No requirements.

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 Consultant'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: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Robert P. Woodward, PE
M6 Consulting, Inc.
4165 Thousand Oaks Blvd,
Suite 355
Westlake Village, CA 91362
Telephone: (805) 844 2166

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.

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 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 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 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 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.

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”
M6 Consulting, Inc.

By: _____
Sparky Cohen, Building Official

By: _____
Robert P. Woodward, PE, Principal

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 WORK

SCOPE OF WORK PROFESSIONAL BUILDING CODE SERVICES CITY OF CALABASAS

SCOPE

The following scope provides professional support for the City's administration of the building code, including, but not limited to, development and plan review, code enforcement support, inspections and investigations, soils and geotechnical review, grading and drainage review, surveying and mapping services, support of and coordination with Public Works and other building code administrative duties as assigned.

Specifically, these services include:

- Review of residential, commercial and industrial development, buildings, structures and associated site work in compliance with the recently adopted 2013 version of the California Building Standards Codes Volumes 1-12 with local amendments, as well as the City's Municipal Code as appropriate.
- Structural design compliance review in coordination with the submitted geotechnical report findings and recommendations for design and construction.
- Review of soils/geotechnical reports, and preparation of geotechnical studies and related investigations when required.
- Preparation of written summaries of review comments.
- Review staff will be available to meet with applicants and their design professionals and/or contractors during the specified days and hours noted below.
- Review staff will attend meetings as required.
- Coordination with Code Enforcement and assistance with the development of corrective measures with associated recommendations.
- Review of grading, drainage and site improvements as necessary and required for projects.
- Provision of survey, mapping services or review of such documents as required.
- Provision of professional staffing as necessary to accomplish the above scope of services and other duties as assigned and as mutually agreed.

Building plan review services will be accomplished on a percent-of-fees basis, with additional services provided at an hourly rate in accordance with the Schedule of Hourly Rates.



A. PERCENT OF FEES

The following compensation method separates the normal plan review effort from other services not associated with a paid plan check application fee. The following "percent-of-fees collected" compensation is proposed to provide for the following services:

- The cost of providing for in-house and over-the-counter plan checking at the City by one plans examiner 2 days per week (16 hours at the City).
- Allow for plan review of large or complex projects at M6's main office.
- Allow for additional plan review effort as the valuation and plan check revenues increase. This may include additional M6 staff or hours at the City depending on plan check revenues.
- If the monthly compensation from the percent fee collected is less than the M6 plan check effort, the compensation for that month may be based on the M6 plan check effort at hourly rates.
- The percent of fee covers the first three (3) plan reviews. After three reviews the plan review will be subject to hourly review time.

PERCENT OF FEES SCHEDULE

Based on the anticipated activity levels, the proposed percent-of- fee compensation is:

1. 55% of City plan check fees collected.
2. 60% if plan review turnaround time meets the following goal:

80% of the projects meet the turnaround goals listed below (Turnaround Time Goals).



*M6 Consulting, Inc.
March 31, 2014*

HOURLY EFFORT

Compensation for the following assignments is proposed at current M6 hourly rates appropriate to the requested task:

- Allow for hourly compensation for services not directly associated with a project plan check fee.
- Plan check effort beyond the third check.
- City or other projects where no fee is collected.
- Code enforcement activities or effort separate from an active plan check where a fee was collected.
- Staff or other project or City requested meetings.
- Preliminary project reviews.
- Development review, grading/drainage and site reviews.
- LEED reviews.
- OWTS reviews.
- Reports, documents, policies, consultations, code adoptions and studies.
- Supplemental staffing
- Field reviews not part of an active application.
- Other duties as assigned and mutually agreed.

Other Direct Costs:

- Printing



TURN-AROUND TIMES

Based on our understanding of the City and its plan review process, we propose the following turnaround times for types of projects noted below.

TYPE OF PROJECT	TURNAROUND TIME
Residential	
New Construction	10 Working Days
Addition	5 Working Days
Remodel	5 Working Days
Pools/Spa	3 Working Days
SFD Addition (one-story)	5 Working Days
SFD 2 Story Addition	10 Working Days
Major Projects	15 Working Days/TBD Depending on Scope
OWTS Residential	5 Working Days
Non-Residential	
New Construction	15 Working Days
Addition	10 Working Days
Remodel	5 Working Days
Minor TI's and Other Minor Projects	5 Working Days
Other TI's	3 Working Days
Major Projects	15 Working Days/TBD Depending on Scope
Other	
Standard Retaining Walls	5 Working Days
Non-Standard Retaining Walls	10 Working Days

For special projects and circumstances, arrangements can be made for accelerated review and prioritization of reviews based on requests from the City.

EXHIBIT B APPROVED FEE SCHEDULE



*M6 Consulting, Inc.
March 31, 2014*

Schedule of Hourly Rates

<u>Plan Check Services:</u>	<u>Percentage*</u>
Building Plan Review	55% of Fee
Structural Only Plan Review	55% of Fee
Electrical, Plumbing, or Mechanical Plan Review	55% of Fee

* Percentage fee shall be increased to 60% if the City's monthly turnaround goal is achieved.

<u>Hourly Plan Check Services:</u>	<u>Hourly*</u>
------------------------------------	----------------

Plan check review fee includes three checks and hourly thereafter as per the hourly rate below.

Building Plan Check Review Fee	\$130.00
--------------------------------------	----------

*One hour Minimum fee.

<u>Personnel Services:</u>	<u>Hourly*</u>
Plan Check Engineer	\$125.00
Certified Plans Examiner	\$90.00
Building Inspector	\$65.00
Inspector of Record/Major Projects	\$75.00
Permit Technician	\$45.00
Electrical Engineer	\$125.00
Mechanical Engineer	\$125.00
Structural Engineer	\$135.00
Soils/Geotechnical Engineer	\$165.00
Civil Engineer I	\$135.00
Civil Engineer II	\$155.00
OWTS Engineer	\$175.00
Map Review/PLS	\$185.00
1-Man/2-Man Survey	\$175.00/
.....	\$215.00
Principal Engineer	\$175.00

* A four hours per day minimum will be billed for out of office services, unless otherwise agreed upon. Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

<u>MISCELLANEOUS CHARGES:</u>	<u>Hourly</u>
Administration	\$45.00
Direct Costs	Cost+15%
Outside Reproduction	Cost +15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	\$0.55/Mile

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Effective January, 2014



CITY *of* CALABASAS

ITEM 13 - EXHIBIT B

January 21, 2014

Request for Proposal

Building Construction and Plan Review Services

("Building Code Services")

The following firms responded to the Request for Proposal for Building Code Services:

California Code Check

JAS Pacific Inc.

JLee Engineering, Inc.

KPFF Consulting Engineers

M6 Consulting Inc.

West Coast Code Consultants Inc.

Wildan



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 3, 2014
TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: TOM BARTLETT, AICP, CITY PLANNER *TB*
TALYN MIRZAKHANIAN, SENIOR PLANNER *Talyn*
SUBJECT: PRESENTATION OF THE ANNUAL HOUSING ELEMENT PROGRESS REPORT.
MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

Receive and file the attached annual progress report for 2013 regarding the City of Calabasas 2030 General Plan 2008-2014 Housing Element.

BACKGROUND:

California Government Code § 65400 (b) requires filing of an annual progress report regarding the Housing Element of the General Plan for cities and counties. The annual report must be delivered to the City Council, the State Office of Planning and Research, and the California Department of Housing and Community Development ("HCD"). State law also requires that a public hearing be held before the City Council to give the public an opportunity to comment. This agenda item meets the statutory requirements.

The 2008-2014 Housing Element was adopted by City Council on December 10, 2008 as part of the City's 2030 General Plan update, and the Element was approved and certified as being compliant with State housing law by HCD on April 23, 2009. That Housing Element was updated and replaced by the 2014-2021 Housing Element on September 11, 2013. However, HCD asked staff to prepare

the annual progress report based on the 2008-2014 Housing Element/4th RHNA cycle. Previous annual progress reports were delivered to the City Council and filed with the aforementioned State agencies every year following the plan adoption (on May 21, 2009, March 11, 2010, April 18, 2011, March 15, 2012, and March 13, 2013).

DISCUSSION/ANALYSIS:

The attached progress report (Attachment 1), summarizes residential building activity, Regional Housing Needs Allocation (RHNA) progress, and progress of housing program implementation for the 2013 calendar year. The report was prepared on forms provided by HCD, using definitions adopted by HCD.

In Tables A, A2, A3 and B of the progress report, staff has documented all residential building activity (based on building permits issued) from January 1, 2013 to December 31, 2013. A total of two new housing units (two single-family residences) were permitted in this reporting period.

Having begun with a RHNA allocation of 521 units for the 4th RHNA cycle, and after having constructed 219 units since the reporting period began in 2006, the City’s remaining RHNA for the 4th cycle as of year-end 2013 is 302 as shown in the fourth column in the table below:

Income Category	Assigned RHNA	New Units Constructed	Remaining RHNA
Very Low	137	54	83
Low	86	20	66
Moderate	93	4	89
Above Moderate	205	141	64
TOTALS:	521	219	302

In Table C of the progress report, a status update is provided for housing programs identified in the 2008-2014 Housing Element which have seen progress during the 2013 calendar year. Housing program activities completed prior to 2013 are not included because they were reported in previous progress reports.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

That the City Council receive and file the attached 2013 annual progress report regarding the 2008-2014 Housing Element of the 2030 General Plan.

ATTACHMENTS:

1. 2013 Annual Housing Element Progress Report.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2012 - 2013

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶▶			0	2	2	2					
(10) Total by income Table A/A3 ▶▶				2	2	2					
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Calabasas

Reporting Period 2012 - 2013

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	2					2	2

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2012 - 2013

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2006	2007	2008	2009	2010	2011	2012	2013	2014	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	137				54					54	83
	Non-deed restricted											
Low	Deed Restricted	86				20					20	66
	Non-deed restricted											
Moderate	Deed Restricted	93										89
	Non-deed restricted		3			1					4	
Above Moderate		205	64	8	1	2	0	3	61	2	141	64
Total RHNA by COG. Enter allocation number:		521										
Total Units ▶ ▶ ▶			67	8	1	2	75	3	61	2	219	302
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶												

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2012 - 2013

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Single-family Rehabilitation Program	Assist 10 households annually. Evaluate extending to moderate income households.	Evaluate moderate income by 2009	The City continues to provide Residential Rehabilitation assistance utilizing Community Development Block Grant, (CDBG) funds. The City provided assistance to nine (9) households in Fiscal Year 2013-14 and it is anticipated that eight (8) to ten (10) households will be served in Fiscal year 2014-2015.
Rental Assistance	Provide ongoing assistance to 50 households, contingent on funding.	2008-2014	The City continued to provide monthly subsidies to 50 residents through 2013. The subsidies increased from \$186/month to \$190/month in July 2013.
Rental Registration Program	Continue to maintain the rental database.	Update database annually	Annual rent information provided by apartment owners is entered into the City's rental database in July of every year, and reported to the City Council.
Annexation of unincorporated areas	Pursue phased annexation for adjacent unincorporated areas.	Annexation study of Craftsman Corner by 2010	In December 2013, the City Council approved a Resolution to initiate proceedings related to the annexation of Craftsman Corner. Staff is currently working on the LAFCO application.
Affordable Housing Development Assistance	Provide financial, regulatory and site identification assistance in support of affordable housing production consistent with the General Plan.	Achieve development of 75 affordable units in 2009.	After spending \$1,000,000 of the Fund on the Canyon Creek project, the City has \$1,397,910.28 remaining in the Fund and is exploring various options for spending the remaining funds.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2012 - 2013

<p align="center">Preservation of Assisted Housing</p>	<p>Preserve 260 at-risk units. Contact property owners. Explore outside funding; offer incentives; provide technical assistance to tenants.</p>	<p>Contact Owners in 2008. Proceed with other actions one year prior to expiration (2012 & 2015).</p>	<p>City has been in contact with the CDC to discuss options for refinancing the projects' bonds to extend affordability controls. The CDC communicated to staff that the owner of Malibu Canyon redeemed (paid off) the bonds in December 2008; therefore, the regulatory agreement will expire in June 2016. Staff will continue preservation efforts, including pursuit of funding, negotiation with property owners, and tenant education, on the 2016 expiration of affordability controls of Malibu Canyon. The CDC also communicated to staff that Archstone's regulatory period is the longer of April 9, 2013 or the date the bonds are no longer outstanding. With their current bond maturity date set at April 15, 2028, preservation efforts for this community will be delayed to future planning periods.</p>
<p align="center">Condominium Conversion Ordinance</p>	<p>Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.</p>	<p>Complete review/revision of ordinance by 2009.</p>	<p>The City continues to implement the current ordinance. No work has been initiated yet on strengthening the ordinance.</p>
<p align="center">Inclusionary Housing Ordinance</p>	<p>Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.</p>	<p>Identify programs in Housing Element (2008) for Housing Trust Fund. Develop and disseminate Affordable Housing Brochure (2009).</p>	<p>The Inclusionary Housing ordinance is available to the public on the City's website via the link to our updated Municipal Code. Additionally, planning staff has been working with the applicants of two, sizeable pending projects that are incorporating new affordable units into their respective proposed developments.</p>



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR
ANDREW COHEN-CUTLER, ASSOCIATE PLANNER

SUBJECT: INTRODUCTION OF ORDINANCE NO. 2014-313 TO SUBSTITUTE USE OF A PUBLIC PARKING LOT FOR THE REQUIREMENT TO MAINTAIN OFF SITE PARKING FOR A RESTAURANT AT 23538 CALABASAS ROAD IN THE COMMERCIAL OLD TOWN (CT) DISTRICT AND TO ACCEPT THE PLANNING COMMISSION FINDING THAT ACQUISITION OF THE PROPERTY AT 23577 CALABASAS ROAD IS CONSISTENT WITH THE CALABASAS GENERAL PLAN. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW IN ACCORDANCE WITH SECTION 15301 (CLASS 1) EXISTING FACILITIES (E) ADDITIONS; 15303 (CLASS 3) (C AND E) NEW CONSTRUCTION OF SMALL STRUCTURES (A RESTAURANT AND ACCESSORY STRUCTURES), AND SECTION 15311 (CLASS11)(B) SMALL PARKING LOTS, OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

MEETING DATE: APRIL 23, 2014

SUMMARY RECOMMENDATION:

That the Council introduce Ordinance No. 2014-313 to substitute use of a public parking lot for the requirement to maintain off-site parking for a restaurant at 23538 Calabasas Road in the Commercial Old Town (CT) district, and accept the Planning Commission finding that acquisition of the property at 23577 Calabasas Road for use as public parking is consistent with the Calabasas General Plan.

BACKGROUND:

On April 19, 2012, the applicant submitted an application and plans to convert an existing wine and art gallery located at 23528 Calabasas Road into a restaurant. Because of scarce area for parking on the small lot, the applicant requested a variance to allow off-site shared parking to be counted in meeting his code requirements. On November 7, 2013, the Planning Commission adopted Resolution 2013-559 approving file No.120000418, which included conditions for execution of an agreement in perpetuity for 40 off-street parking spaces at a nearby commercial property.

Subsequently, the City approached the applicant to purchase his vacant parcel for sale at 23577 Calabasas Road for use as a park and ride facility. As one of the conditions of the sale, the applicant requested relief from conditions No.17 (the provision of 40 off-site parking spaces in perpetuity) and No.26 (use of a valet parking service) stipulated in Resolution 2013-559, asking that the sale of his property to the City for development of a 70-80 space public Park and Ride facility satisfy these requirements.

Calabasas Municipal Code 17.28.050 establishes standards for "shared" parking, whereby non-residential parking facilities may serve multiple uses when owners cooperatively operate their facilities to meet parking demands during hours when the primary use is not in operation. The code requires that such executed agreements be recorded with the LA County Recorder's office to ensure that the required parking spaces provided are maintained and used for the life of the development. While Staff determined that the applicant's sale of his property for the development of 70 to 80 public parking spaces was superior to a private, shared parking arrangement for 40 spaces, there was no mechanism in the code which permitted consideration of this substitution.

Working with the City Attorney, Staff returned the Planning Commission on April 3, 2014, with a request to 1) modify the conditions of his original variance through the adoption of resolution 2014-563 and 2) recommend to the City Council adoption of Ordinance No. 2014-313, which permits the substitution of the sale of the vacant lot to satisfy the requirement to maintain dedicated off-street parking. The Planning Commission unanimously approved the resolution and recommended that the Council adopt the ordinance (Ordinance 2014-313, Attachment A).

Public Hearings:

On June 11, 2013 the original project to convert Bernard's Wine Gallery into a full table service restaurant was reviewed by the Historic Preservation Commission and was unanimously (3-0) approved. The applicant amended his application to include

renovations to the eastern façade of the subject building; consequently, the project was once again reviewed by the Historic Preservation Commission on October 2, 2013. At that meeting the amended project was unanimously (5-0) approved. On November 7, 2013, the Planning Commission unanimously (4-0) approved the new restaurant project (Attachment D). The applicant's request to amend his variance, modifying condition No. 17 and deleting condition No. 26 was heard at the April 3, 2014 Planning Commission meeting. The amended variance was unanimously (5-0) approved (Resolution 2014-563, Attachment B) and the Commission unanimously (5-0) recommended that the City Council adopt Ordinance 2014-313 (Resolution 2014-564, Attachment C).

DISCUSSION/ANALYSIS:

The lack of parking facilities in Old Town Calabasas has long been recognized. The 1994 Old Town Master Plan called for the development of a 1000 car parking structure to support and promote development in the area. Public parking is especially scarce, with only 28 spaces available along Calabasas Road. The Municipal Code permits the use of valet parking in Old Town without the need to obtain a conditional use permit.

The lack of parking, coupled with the small size of most lots in Old Town Calabasas, makes satisfying on-site parking requirements for many allowable uses in Old Town extremely difficult. As such, the establishment of a new business is unachievable unless off-site parking can be secured on a long term basis. Understandably, owners of office buildings in the area are reluctant to commit their properties to off-site parking for other nearby uses in perpetuity. As such, creative solutions to meeting code required parking requirements are required short of amending the code to address the deficit parking and pedestrian nature of Old Town Calabasas. When considering this proposed ordinance at their last meeting, the Planning Commission applauded the proposal as innovative.

City development of a Park and Ride lot with 70 to 80 parking spaces in Old Town Calabasas will result in a 280% increase to public parking. Further, the City's proposed acquisition and use of the vacant property at 23577 Calabasas Road for a Park and Ride Lot and general public parking is consistent with the General Plan policies II-11, VI-11, VI-24, VI-25, IX-3, IX-4, IX-24, IX-31, XI-3, XII-1, XII-2, VI-13, VI-11 and VI-24, pursuant to Government Code sec. 65402.

For these reasons, Staff recommends that the City Council approve Ordinance 2014-313.

ENVIRONMENTAL REVIEW

The City's staff has determined this project to be categorically exempt from environmental review in accordance with Section 15301 (Class 1) existing Facilities (e) additions; Section 15303 (Class 3) (c and e) new construction of small structures (a restaurant and accessory structures), and Section 15311 (Class 11)(b) small parking lots, of the California Environmental Quality Act Guidelines (CEQA), and a Notice of Exemption will be prepared accordingly (Attachment E).

FISCAL IMPACT/SOURCE OF FUNDING:

The costs necessary to process the application, purchase the subject property, and develop the Park and Ride lot can be drawn from the \$3.2 million in Measure R funds for this project, which was awarded to the City of Calabasas on March 27, 2014.

REQUESTED ACTION:

That the Council introduce Ordinance No. 2014-313 to substitute use of a public parking lot for the requirement to maintain off-site parking for a restaurant at 23538 Calabasas Road in the commercial Old Town (CT) district, and accept the Planning Commission finding that acquisition of the property at 23577 Calabasas Road is consistent with the Calabasas General Plan.

ATTACHMENTS:

Attachment A: Ordinance 2014-313
Attachment B: Planning Commission Resolution 2014-563
Attachment C: Planning Commission Resolution 2014-564
Attachment D: Planning Commission Resolution 2013-559
Attachment E: Notice of Exemption

ITEM 15 ATTACHMENT A
ORDINANCE NO. 2014-313

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CALABASAS, CALIFORNIA TO SUBSTITUTE USE OF
A PUBLIC PARKING LOT FOR REQUIREMENT TO
MAINTAIN OFF-SITE PARKING FOR RESTAURANT AT
23538 CALABASAS ROAD**

WHEREAS, Calabasas Property, LLC is remodeling a wine gallery into a table service restaurant (hereafter "restaurant") which requires forty (40) parking spaces to be maintained in connection with the restaurant use and operation; and

WHEREAS, Calabasas Property LLC owns an approximate .73 acre vacant lot at 23577 Calabasas Road, Los Angeles in close proximity to the restaurant, which lot has the capacity to be striped for approximately 70 parking spaces, if not more; and

WHEREAS, Calabasas Property LLC has offered to sell the vacant lot to the City for use as a Park-and-Ride lot which would be open to unrestricted public use 24 hours a day; and

WHEREAS, public parking in and around the Old Town District is limited given the small developed lots; and

WHEREAS, additional public parking significantly over that required for the restaurant use at 23538 Calabasas Road will be a benefit to the public; and

WHEREAS, purchasing the lot for public parking is beneficial for the public by relieving competition for limited parking in the Old Town District; providing a public lot for persons desiring to carpool or use mass transit, including buses; and would provide parking on evenings and weekends for the restaurant use at 23538 Calabasas Road and other uses in the Old Town District; and

WHEREAS, Calabasas Municipal Code sections 17.28.010 through 17.28.030 outline the purpose and requirements for off-street parking standards, which will be met and in many respects, exceeded by the purchase and dedication of the vacant lot for use as a Park and Ride Lot and for other unrestricted public parking; and

WHEREAS, allowing Calabasas Property LLC to substitute the requirement to maintain dedicated off-street parking in return for the sale of the vacant lot at 23577 Calabasas Road to the City for use as a public parking lot will provide

significant additional parking for the public, is in the public's interest, and provides a public benefit for the entire Old Town District and Community at large; and

WHEREAS, the City Council has considered requirements of the Municipal Code related to off-street parking; the significant additional parking spaces to be made available to the public by purchasing and securing the vacant lot at 23577 Calabasas Road; and the resulting public benefit which would accrue by substituting the off-street parking requirement of 40 spaces with the purchase and use of the vacant lot for public parking for approximately 70 vehicles; and

WHEREAS, the proposed action herein is in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Sections 15303 and 15311(b) of the CEQA Guidelines, and a Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines; and

WHEREAS, the proposed action is consistent with the Calabasas General Plan; specifically policies: II-11, IX-4, IX-25, IX-31, XI-3, XII-1, XII-2, VI-13, VI-24 and VI-11 which generally promote retail/restaurant uses in the Old Town District, shared parking arrangements, preservation of Old Town's character, promotes the use of public transportation through development of Park-and-Ride lots, and ensuring an adequate supply of parking.

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 23, 2014 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.
2. Notice of the April 23, 2014 City Council public hearing was posted in the *Acorn* ten (10) days prior to the hearing.
3. Notice of the April 23, 2014 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
5. Following a public hearing held on April 3, 2014, the Planning Commission adopted Resolution No. 2014-564 recommending to the City Council approval of this ordinance.

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

Notwithstanding sections 17.28.020 and 17.28.030. of the Calabasas Municipal Code, and based on the benefit to the Old Town District and Community generally from the transfer of the vacant lot at 23577 Calabasas Road to the City for a Park and Ride Lot and other unrestricted public parking, the restaurant at 23538 Calabasas Road as approved by the Planning Commission under P.C. Resolution 2013-559 and as revised by Resolution 2014-563, may use the vacant lot at 23577 Calabasas Road and be declared therefore to be in full compliance with any code required on-site or off-site parking requirements.

SECTION 3. The provisions of Section 2 herein shall not be applicable unless and until the vacant lot at 23577 Calabasas Road is transferred to the city for use as a Park and Ride lot and other unrestricted public parking.

SECTION 4. The lot at 23577 Calabasas Road shall not be available for use, nor used for valet parking.

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 day of May, 2014.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

PLANNING COMMISSION RESOLUTION 2014-563

A REQUEST FOR A MODIFICATION TO A VARIANCE APPROVED ON NOVEMBER 7, 2013 FOR THE PROVISION OF OFF-SITE PARKING FOR A RESTAURANT USE -- THE APPROVED VARIANCE ALLOWED THE APPLICANT TO PROVIDE REQUIRED OFF-STREET PARKING FOR A NEW RESTAURANT AT AN OFF-SITE LOCATION: 23586 CALABASAS ROAD; THIS MODIFICATION WOULD CHANGE THE LOCATION OF THE OFF-SITE PARKING TO 23577 CALABASAS ROAD WITHIN THE COMMERCIAL OLD TOWN (CT) ZONING DISTRICT.

WHEREAS, Calabasas Property LLC applied for a Conditional Use Permit for a table service restaurant and a Variance to allow off-site parking on April 19, 2012.

WHEREAS, Calabasas Property LLC was granted approval of File No. 120000418 on November 7, 2013 at a legally noticed public hearing for a CUP to convert the Wine Gallery, retail wine shop, into a table service restaurant and a variance to fulfill the on-site parking requirements at an off-site location; and

WHEREAS, Calabasas Property LLC is remodeling a wine gallery into a table service restaurant (hereafter "restaurant") which requires forty (40) parking spaces to be maintained in connection with the restaurant use and operation; and

WHEREAS, Calabasas Property LLC owns an approximate .73 acre vacant lot at 23577 Calabasas Road, (which is proposed to be purchased by the City of Calabasas for a public parking lot), Los Angeles in close proximity to the restaurant, which lot has the capacity to be striped for approximately 70 parking spaces, if not more; and

WHEREAS, Calabasas Property LLC was unable to reach the required parking agreement with the owners of the approved lot located at 23586 Calabasas Road; and,

WHEREAS, public parking in and around the Old Town District is limited given the small developed lots; and

WHEREAS, allowing Calabasas Property LLC to substitute the requirement to maintain dedicated off-street parking at the vacant lot at 23577 Calabasas Road; and

WHEREAS, the Planning Commission has considered requirements of the Municipal Code related to off-street parking; the significant additional parking spaces to be made available to the public at the vacant lot at 23577 Calabasas Road; and the resulting public benefit which would accrue by substituting the off-street parking requirement of 40 spaces with the use of the vacant lot for public parking for approximately 70 vehicles; and

WHEREAS, Approving this modification to the approved variance will modify condition No.17 in Resolution 2013-559 to read: *The 40 allowed parking spaces shall be located at 23577 Calabasas Road*; and

WHEREAS, Approving this modification will delete condition No. 26 in resolution 2013-559 requiring the use of a valet service for parking cars; as there will be no valet parking allowed in the proposed public parking lot; and

WHEREAS, All references to 23586 Calabasas Road in Resolution 2013-559 shall be changed to read: 23577 Calabasas Road; and

WHEREAS, All conditions incorporated in Resolution 2013-559 shall remain in full effect with the exception of those mentioned above; and

WHEREAS, the proposed action herein is in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Sections 15303 and 15311(b) of the CEQA Guidelines, and a Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines; and

WHEREAS, the proposed action is consistent with the Calabasas General Plan; specifically policies: II-11, IX-4, IX-25, IX-31, XI-3, XII-1, XII-2, VI-13, VI-24 and VI-11 which generally promote retail/restaurant uses in the Old Town District, shared parking arrangements, preservation of Old Town's character, promotes the use of public transportation through development of Park-and-Ride lots, and ensuring an adequate supply of parking.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CALABASAS DOES RESOLVE AS FOLLOWS:

SECTION 1. Based upon the foregoing the Planning Commission finds:

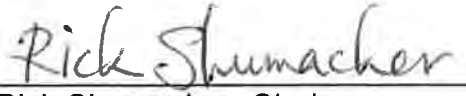
1. Notice of the April 3, 2014 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.
2. Notice of the April 3, 2014 Planning Commission public hearing was posted in the *Los Angeles Daily News* ten (10) days prior to the hearing.
3. Notice of the April 3, 2014 Planning Commission public hearing included the information set forth in Government Code Section 65009 (b)(2).

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

The Planning Commission has reviewed and considered the proposed resolution and that notwithstanding anything to the contrary in Planning Commission Resolution 2013-559, a proposed public parking lot located at 23577 Calabasas Road shall be permitted to be used by the restaurant at 23538 Calabasas Road as and for the required off-site parking and finds that same would not be detrimental to the public interest, health, safety or welfare and would provide a number of benefits to the Old Town District by establishing additional needed public parking spaces, all of which meet a number of goals and policies set forth in the General Plan. The Planning Commission therefore approves the modification to the variance.

SECTION 3. The Planning Commission finds and determines that the use of the vacant property at 23577 Calabasas Road for a public parking lot is consistent with the General Plan; specifically policies:II-11, VI-11, VI-24, VI-25, IX-3, IX-4, IX-24, IX-31, XI-3, XII-1, XII-2, VI-13, VI-11 and VI-24 pursuant to Government Code sec. 65402.

PLANNING COMMISSION RESOLUTION NO. 2014-563 PASSED, APPROVED AND ADOPTED this 3rd day of April, 2014


Rick Shumacher, Chairperson

ATTEST:



Maureen Tamuri
Community Development Director

APPROVED AS TO FORM:



City Attorney

Planning commission Resolution No. 2014-563 was adopted by the Planning Commission at a regular meeting held April 3, 2014, 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.”

PLANNING COMMISSION RESOLUTION 2014-564**A RESOLUTION OF THE PLANNING COMMISSION TO RECOMMEND THAT THE CITY COUNCIL APPROVE AN ORDINANCE (No. 2014-313) TO SUBSTITUTE USE OF A PUBLIC PARKING LOT FOR REQUIREMENT TO MAINTAIN OFF-SITE PARKING FOR RESTAURANT AT 23538 CALABASAS ROAD**

WHEREAS, Calabasas Property LLC is remodeling a wine gallery into a table service restaurant (hereafter "restaurant") which requires forty (40) parking spaces to be maintained in connection with the restaurant use and operation; and

WHEREAS, Calabasas Property LLC owns an approximate .73 acre vacant lot at 23577 Calabasas Road, Los Angeles in close proximity to the restaurant, which lot has the capacity to be striped for approximately 70 parking spaces, if not more; and

WHEREAS, Calabasas Property LLC was granted approval of File No. 120000418 on November 7, 2013 for a CUP to convert the Wine Gallery, retail wine shop, into a table service restaurant and a variance to fulfill the on-site parking requirements at an off-site location; and

WHEREAS, Calabasas Property LLC was unable to reach the required parking agreement with the owners of the approved lot located at 23586 Calabasas Road; and,

WHEREAS, Calabasas Property LLC has offered to sell the vacant lot to the City for use as a Park-and-Ride lot which would be open to unrestricted public use 24 hours a day; and

WHEREAS, public parking in and around the Old Town District is limited given the small developed lots; and

WHEREAS, additional public parking significantly over that required for the restaurant use at 23538 Calabasas Road will be a benefit to the public; and

WHEREAS, purchasing the lot for public parking is beneficial for the public by relieving competition for limited parking in the Old Town District; providing a public lot for persons desiring to carpool or use mass transit, including buses; and would provide parking on evenings and weekends for the restaurant use at 23538 Calabasas Road and other uses in the Old Town District; and

WHEREAS, Calabasas Municipal Code sections 17.28.010 through 17.28.030 outline the purpose and requirements for off-street parking standards, which will be met and in many respects, exceeded by the purchase and dedication of the vacant lot for use as a Park and Ride Lot and for other unrestricted public parking; and

WHEREAS, allowing Calabasas Property LLC to substitute the requirement to maintain dedicated off-street parking in return for the sale of the vacant lot at 23577 Calabasas Road to the City for use as a public parking lot will provide significant additional parking for the public, is in the public's interest, and provides a public benefit for the entire Old Town District and Community at large; and

WHEREAS, the Planning Commission has considered requirements of the Municipal Code related to off-street parking; the significant additional parking spaces to be made available to the public by purchasing and securing the vacant lot at 23577 Calabasas Road; and the resulting public benefit which would accrue by substituting the off-street parking requirement of 40 spaces with the purchase and use of the vacant lot for public parking for approximately 70 vehicles; and

WHEREAS, the proposed action herein is in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Sections 15303 and 15311(b) of the CEQA Guidelines, and a Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines; and

WHEREAS, the proposed action is consistent with the Calabasas General Plan; specifically policies: II-11, IX-4, IX-25, IX-31, XI-3, XII-1, XII-2, VI-13, VI-24 and VI-11 which generally promote retail/restaurant uses in the Old Town District, shared parking arrangements, preservation of Old Town's character, promotes the use of public transportation through development of Park-and-Ride lots, and ensuring an adequate supply of parking.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CALABASAS DOES RESOLVE AS FOLLOWS:

SECTION 1. Based upon the foregoing the Planning Commission finds:

1. Notice of the April 3, 2014 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.

2. Notice of the April 3, 2014 Planning Commission public hearing was posted in the *Los Angeles Daily News* ten (10) days prior to the hearing.


3. Notice of the April 3, 2014 Planning Commission public hearing included the information set forth in Government Code Section 65009 (b)(2).

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

The Planning Commission has reviewed and considered the proposed ordinance permitting the use of a proposed public parking lot to be used by the restaurant at 23538 Calabasas Road as and for the required off-site parking and finds that same would not be detrimental to the public interest, health, safety or welfare and would provide a number of benefits to the Old Town District by establishing additional needed public parking spaces and a Park and Ride Lot, all of which meet a number of goals and policies set forth in the General Plan. The Planning Commission therefore recommends adoption of the ordinance by the city council.

SECTION 3. The Planning Commission finds and determines that the acquisition and use of the vacant property at 23577 Calabasas Road for a Park and Ride Lot and general public parking is consistent with the General Plan; specifically policies:II-11, VI-11, VI-24, VI-25, IX-3, IX-4, IX-24, IX-31, XI-3, XII-1, XII-2, VI-13, VI-11 and VI-24 pursuant to Government Code sec. 65402.

PLANNING COMMISSION RESOLUTION NO. 2014-564 PASSED, APPROVED AND ADOPTED this 3rd day of April, 2014


Rick Shumacher, Chairperson

ATTEST:


Maureen Tamuri
Community Development Director

APPROVED AS TO FORM:



City Attorney

Planning commission Resolution No. 2014-564 was adopted by the Planning Commission at a regular meeting held April 3, 2014, 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.”

P.C. RESOLUTION NO. 2013-559

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS TO APPROVE FILE NO. 120000418 FOR A CONDITIONAL USE PERMIT, A SITE PLAN REVIEW, AND A VARIANCE (TO ALLOW OFF-SITE PARKING) TO REMODEL AN EXISTING ONE-STORY WINE GALLERY INTO A TABLE SERVICE RESTAURANT WITH A 64 SEAT DINING ROOM WITH OUTDOOR LOUNGE AND EATING AREAS OF 2,400 SQUARE- FEET, AN ADDITION OF A 375 SQUARE-FOOT KITCHEN, CONSTRUCTION OF A NEW TRASH ENCLOSURE AND INTERIOR REMODEL OF AN EXISTING ACCESSORY BUILDING. ALSO INCLUDED IS A REQUEST TO UPGRADE A TYPE 42 LIQUOR LICENSE FOR ON-SITE BEER AND WINE CONSUMPTION TO A TYPE 47 LICENSE TO ALLOW FOR THE SALE OF ALL ALCOHOL FOR ON-SITE CONSUMPTION (WHILE RETAINING THE EXISTING TYPE 20 LICENSE FOR OFF SALE BEER & WINE) AT A PROPERTY LOCATED AT 23538 CALABASAS ROAD WITHIN THE COMMERCIAL OLD TOWN (CT) ZONING DISTRICT (APN: 2068-004-008).

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 were prepared by the Community Development Department.
2. Staff presentation at the public hearing held on November 7, 2013 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, General 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. 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. On April 19, 2012 the applicant submitted an application for a Conditional Use Permit, a Site Plan Review and a Variance for File No. 120000418.
2. On May 15, 2013 staff determined that the application was incomplete and the applicant was notified of this incomplete status.
3. The applicant re-submitted corrected plans and documents on August 5, 2013.
4. On September 5, 2013 the application was deemed complete and the applicant was notified.
5. Notice of the November 7, 2013 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.
6. Notice of the November 7, 2013 Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
7. Notice of the Planning Commission public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
8. The project site is currently zoned Commercial, Old Town (CT).
9. The land use designation for the project site under the City's adopted General Plan is Business, Business-Old Town (B-OT)).
10. The surrounding land uses around the subject property are zoned Commercial Old Town (CT) to the west and east, and Commercial Office (CO to the south. Leōnis Adobe is located to the north.
11. Notice of Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b) (2).

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

FINDINGS

Section 17.62.060 of the Calabasas Municipal Code requires that following a public hearing, the commission may approve a Conditional Use Permit application with or without conditions, if all of the following findings are made:

- 1. The proposed use is conditionally permitted within the subject zoning district and complies with all of the applicable provisions of this Development Code;*

The proposed restaurant with a bar serving all alcohol for on-site consumption is an allowed use in the Commercial, Old Town (CT) zoning district. Based on the parking requirements set forth by Section 17.028.040 of the Calabasas Municipal Code, proposed restaurant is required to provide 40 off-street parking spaces. Because there will be no area for on-site parking the applicant has requested a Variance to allow the required parking to be satisfied with off-site parking. In accordance with Calabasas Municipal Code (CMC) Section 17.28.050, the applicant has demonstrated that there a sufficient number of spaces located at 23538 Calabasas Road to meet the 40 on-site spaces, and has provided evidence describing the nature of all uses for the parking facility and the times of use for each operation using the parking facility, and provided a legally executed document, covenant, deed restriction or other agreement that will be recorded with the county recorder's office stating that the provided spaces as stipulated in said agreement shall be maintained and used as approved for the life of the nonresidential development. The evidence has been submitted in a Parking Study (Exhibit F) prepared by Minagar & Associates and has been reviewed and approved by the City's Traffic and Transportation engineer.

The existing Commercial-Old Town zoned property (project site) is currently improved with a 2,022 square-foot commercial retail building (wine and antique gallery) and a 455 square-foot single family residence. The existing commercial building is offset to the right hand (west) side of the property and on the west property line (0' setback). The single-family residence is located behind the retail building 5' from the rear (south) property line and 1' setback from the west property line. There is a driveway that traverses the length of the property from north to south along the east side of the commercial structure. There are 5 existing parking spaces located in the rear of the retail building.

The proposed project includes the construction of a new 350 square-foot kitchen addition to the rear of the existing retail space. The addition of the kitchen will increase the site coverage on the project site from 40% to 46%

complying with the required 72% maximum site coverage stipulated in Calabasas Municipal Code (CMC) Section 17.14.020. There is 10% pervious surface existing on the subject property. These areas are in front and behind of the single-family residence. This condition is to remain because the proposed work includes the construction of an elevated deck over the exposed ground and areas where there are concrete pavers existing today. Any pervious surface behind the residence will remain unchanged; consequently, there will be no change in the legal nonconforming status of the subject property for this development standard. The existing .39 FAR will be increased to a proposed FAR of 0.52 complying with CMC Section 17.14.020 FAR standard of 0.20 minimum to 1.0 maximum for the CT zoning district. Finally, the existing legal setbacks will remain unchanged. The front setback at 0-feet complies with the CMC Section 17.14.020 while the two side setbacks of 0-feet and 13'-9" are determined through individual project review processes; consequently the side setbacks conform to Section 17.14.020 also. The existing rear setback is 1'-2.5" while adjacent to a Residential Multi-Family development is actually adjacent to a property zoned Commercial Office (CO) where no setback is required (CMC 17.14.020).

For the above reasons, the project meets this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan or master plan;*

The proposed restaurant with full alcohol service will meet this finding because the Calabasas General Plan Land Use Designation for this property is Business- Old Town (B-OT) and a restaurant with full alcohol service is consistent with the general plan land use designation. Additionally, the requested variance for off-site parking will serve the expected parking requirements for the restaurant as identified in the Parking Analysis referenced in the parking study prepared by Mingar & Associates.

The project is located in Old Town Calabasas; therefore, it is subject to the requirements of the Old Town Calabasas Master Plan and Design Guidelines (Guidelines). The project complies with the Guidelines in the following ways:

- A. The project proposes to preserve the existing historical Old West character of Old Town by proposing an addition that would be built to match the design, colors and materials of the existing building on site. Additionally, minor exterior modifications to the existing building, such as the installation of French doors at the front facade, will also match existing colors and materials and will preserve the "Old West" character of the building. The building and addition will continue to harmonize and respect the historic building in Old Town. (See pages 50-51 of the Guidelines)

- B. The project proposes a building height (for the addition) that matches the height of the existing building and thus complements the existing pattern of building heights along Calabastas Road. Additionally, articulation of the addition's façade and roofline create compatibility between the addition and the existing portion of the building. Traditional base, body and cap functions with typical Old West style articulation and materials are proposed for the addition. (See page 52 of the guidelines)
- C. The project proposes to use wood slat siding that matches the wood siding on the existing portion of the building for the addition. Wood is a preferred material in Old Town; more specifically, the Guidelines suggest using wood siding whenever possible. (See page 55 of the Guidelines)
- D. The proposed trash enclosure is located near the southern end of the property and will not be visible from Calabastas Road. (See page 57 of the Guidelines)
- E. The Guidelines encourage exceptions to parking standards to promote restaurant and retail activities and larger outdoor patios for restaurants. (See pages 42-43 of the Guidelines)
- F. The Historic Preservation Commission, acting in its capacity as the review body for determinations of compliance with the Old Town Calabastas Master Plan and Design Guidelines, conducted a public hearing and found the project to be fully consistent with the Guidelines on October 2, 2013.

3. *The approval of the conditional use permit for the proposed use is in compliance with the California Environmental Quality Act (CEQA).*

This project is categorically exempt from environmental review in accordance with Section 15301 (Class 1) existing Facilities (e) additions, 15303 (Class 3) (c and e) new construction of small structures (a restaurant and Accessory structures) of the California Environmental Quality Act (CEQA).

4. *The location and operating characteristics of the proposed use are compatible with the existing and anticipated future land uses in the vicinity.*

The proposed restaurant with full alcohol service is compatible with the other commercial uses found within the vicinity of the project site. The design and the scale of the proposed project are consistent with development in Old Town Calabastas and there are other facilities with the same operating characteristics throughout Old Town. Therefore, the development of the proposed restaurant with full alcohol service is consistent with this finding. As identified in the parking analysis, the variance to allow off-site parking provides adequate parking necessary for the proposed restaurant with full

alcohol service. Consequently, allowing the off-site parking for the proposed restaurant with full alcohol service will continue to be compatible with the existing and anticipated future land uses in the vicinity. Therefore, based on the aforementioned reasons, this project meets this finding.

Section 17.62.020 of the Calabasas Municipal Code requires that the Planning Commission approve a Site Plan Review provided that the following findings are made:

1. *The proposed project complies with all of the applicable provisions of this development code;*

The proposed restaurant with a bar serving all alcohol for on-site consumption is an allowed use in the Commercial, Old Town (CT) zoning district. Based on the parking requirements set forth by Section 17.028.040 of the Calabasas Municipal Code, proposed restaurant is required to provide 40 parking spaces. Because there will be no area for on-site parking the applicant has requested a Variance to allow the required parking to be satisfied with off-site parking. In accordance with Calabasas Municipal Code (CMC) Section 17.28.050, the applicant has demonstrated that there a sufficient number of spaces located at 23538 Calabasas Road to meet the greater (off-site) demand, and has provided evidence describing the nature of all uses for the parking facility and the times of use for each operation using the parking facility, and provided a legally executed document, covenant, deed restriction or other agreement that will be recorded with the county recorder's office stating that the provided spaces as stipulated in said agreement shall be maintained and used as approved for the life of the nonresidential development. The evidence has been submitted in a Parking Study prepared by Minagar & Associates and has been reviewed and approved by the City's Traffic and Transportation engineer.

The existing Commercial-Old Town zoned property (project site) is currently improved with a 2,022 square-foot commercial retail building (wine and antique gallery) and a 455 square-foot single family residence. The existing commercial building is offset to the right hand (west) side of the property and on the west property line (0' setback). The single-family residence is located behind the retail building 5' from the rear (south) property line and 1' setback from the west property line. There is a driveway that traverses the length of the property from north to south along the east side of the commercial structure. There are 5 existing parking spaces located in the rear of the retail building.

The proposed project includes the construction of a new 350 square-foot kitchen addition to the rear of the existing retail space. The addition of the kitchen will increase the site coverage on the project site from 40% to 46% complying with the required 72% maximum site coverage stipulated in Calabasas Municipal Code (CMC) Section 17.14.020. There is 10% pervious

surface existing on the subject property. These areas are in front and behind of the single-family residence. This condition is to remain because the proposed work includes the construction of an elevated deck over the exposed ground and areas where there are concrete pavers existing today. Any pervious surface behind the residence will remain unchanged; consequently, there will be no change in the legal nonconforming status of the subject property for this development standard. The existing .39 FAR will be increased to a proposed FAR of 0.52 complying with CMC Section 17.14.020 FAR standard of 0.20 minimum to 1.0 maximum for the CT zoning district. Finally, the existing legal setbacks will remain unchanged. The front setback at 0-feet complies with the CMC Section 17.14.020 while the two side setbacks of 0-feet and 13'-9" are determined through individual project review processes; consequently the side setbacks conform to Section 17.14.020 also. The existing rear setback is 1'-2.5" while adjacent to a Residential Multi-Family development is actually adjacent to a property zoned Commercial Office (CO) where no setback is required (CMC 17.14.020).

For the above reasons, the project meets this finding.

2. *The proposed use is consistent with the General Plan and any applicable specific plan, and any special design theme adopted by the city for the site or vicinity;*

The proposed project meets this finding because the General Plan land use designation for this parcel is Business - Old Town (B-OT), and commercial office and research and development land uses are consistent with this General Plan land use designation. The project is consistent with seventeen General Plan policies including Policies: II-11, IV-28, IV-29, IV-32, IV-37, VI-2, IX-2, IX-4, IX-9, IX-25, IX-31, XI-3, XI-4 XII-1, XII-2, and XII-5,. The project 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. Furthermore, the site plan review approval will allow for development of a new restaurant with full alcohol service, in accordance with the provision in the General Plan that states that B-OT uses should provide employment opportunities and a net positive income stream to the City. The proposed project is subject to the requirements of the Old Town Calabasas Master Plan and Design Guidelines. The Historic Preservation Commission reviewed the project and recommended approval based upon the project complying with the Guidelines as follows:

- A. The project proposes to preserve the existing historical Old West character of Old Town by proposing an addition that would be built to match the design, colors and materials of the existing building on site. Additionally, minor exterior modifications to the existing building, such as the installation of French doors at the front facade, will also match

existing colors and materials and will preserve the "Old West" character of the building. The building and addition will continue to harmonize and respect the historic building in Old Town. (See pages 50-51 of the Guidelines)

- B. The project proposes a building height (for the addition) that matches the height of the existing building and thus complements the existing pattern of building heights along Calabasas Road. Additionally, articulation of the addition's façade and roofline create compatibility between the addition and the existing portion of the building. Traditional base, body and cap functions with typical Old West style articulation and materials are proposed for the addition. (See page 52 of the guidelines)
- C. The project proposes to use wood slat siding that matches the wood siding on the existing portion of the building for the addition. Wood is a preferred material in Old Town; more specifically, the Guidelines suggest using wood siding whenever possible. (See page 55 of the Guidelines)
- D. The proposed trash enclosure is located near the southern end of the property and will not be visible from Calabasas Road. (See page 57 of the Guidelines)
- E. The Guidelines encourage exceptions to parking standards to promote restaurant and retail activities and larger outdoor patios for restaurants. (See pages 42-43 of the Guidelines)
- F. The Historic Preservation Commission, acting in its capacity as the review body for determinations of compliance with the Old Town Calabasas Master Plan and Design Guidelines, conducted a public hearing and found the project to be fully consistent with the Guidelines on October 2, 2013.

Therefore, the proposed project meets this finding.

3. *The approval of the Site Plan Review is in compliance with the California Environmental Quality Act (CEQA);*

This project is categorically exempt from environmental review in accordance with Section 15301 (Class 1) existing Facilities (e) additions, 15303 (Class 3) (c and e) new construction of small structures (a restaurant and Accessory structures) of the California Environmental Quality Act (CEQA).

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 existing Commercial-Old Town zoned property (project site) is currently improved with a 2,022 square-foot commercial retail building (wine and antique gallery) and a 455 square-foot single family residence. The existing commercial building is offset to the right hand (west) side of the property and on the west property line (0' setback). The single-family residence is located behind the retail building 5' from the rear (south) property line and 1' setback from the west property line. There is a driveway that traverses the length of the property from north to south along the east side of the commercial structure. There are 5 existing parking spaces located in the rear of the retail building.

The proposed project includes the construction of a new 350 square-foot kitchen addition to the rear of the existing retail space. The addition of the kitchen will increase the site coverage on the project site from 40% to 46% complying with the required 72% maximum site coverage stipulated in Calabasas Municipal Code (CMC) Section 17.14.020. There is 10% pervious surface existing on the subject property. These areas are in front and behind of the single-family residence. This condition is to remain because the proposed work includes the construction of an elevated deck over the exposed ground and areas where there are concrete pavers existing today. Any pervious surface behind the residence will remain unchanged; consequently, there will be no change in the legal nonconforming status of the subject property for this development standard. The existing .39 FAR will be increased to a proposed FAR of 0.52 complying with CMC Section 17.14.020 FAR standard of 0.20 minimum to 1.0 maximum for the CT zoning district. Finally, the existing legal setbacks will remain unchanged. The front setback at 0-feet complies with the CMC Section 17.14.020 while the two side setbacks of 0-foot and 13'-9" are determined through individual project review processes; consequently the side setbacks conform to Section 17.14.020 also. The existing rear setback is 1'-2.5" while adjacent to a Residential Multi-Family development is actually adjacent to a property zoned Commercial Office (CO) where no setback is required (CMC 17.14.020).

For the above reasons, 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; and*

The proposed project includes the construction of a new 350 square-foot kitchen addition to the rear of the existing retail space. The addition of the

kitchen will increase the site coverage on the project site from 40% to 46% complying with the required 72% maximum site coverage stipulated in Calabasas Municipal Code (CMC) Section 17.14.020. There is 10% pervious surface existing on the subject property. These areas are in front and behind of the single-family residence. This condition is to remain because the proposed work includes the construction of an elevated deck over the exposed ground and areas where concrete pavers exist today. Any pervious surface behind the residence will remain unchanged; consequently, there will be no change in the legal nonconforming status of the subject property for this development standard. The existing .39 FAR will be increased to a proposed FAR of 0.52 complying with CMC Section 17.14.020 FAR standard of 0.20 minimum to 1.0 maximum for the CT zoning district. Finally, the existing legal setbacks will remain unchanged. The front setback at 0-feet complies with the CMC Section 17.14.020 while the two side setbacks of 0-feet and 13'-9" are determined through individual project review processes; consequently the side setbacks conform to Section 17.14.020 also. The existing rear setback is 1'-2.5" while adjacent to a Residential Multi-Family development is actually adjacent to a property zoned Commercial Office (CO) where no setback is required (CMC 17.14.020).

For the above reasons, the 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.*

The subject site is located in Old Town Calabasas characterized by commercial office, retail and restaurant uses. As a result, the surrounding area is mostly built out with one to two-story buildings (with the exception to the newer office buildings at the west end of Old Town). The site is already developed with The Wine Gallery, a wine and antiques store. The proposed project would be built primarily over the existing 5 parking spaces as well as minor modifications to the existing structure. Because the project is a modification to an existing urban site with minimal landscaping, there will be no additions to the existing landscape other than containerized trees and bushes. This treatment is compatible with the treatments found throughout Old Town. For these reasons, the project meets this finding.

Section 17.62.080 of the Calabasas Municipal Code stipulates that the Planning Commission may approve a Variance only when that the following findings are made:

1. *That there are special circumstances applicable to the property which do not generally apply to other properties in the same zoning district (i.e., size, shape, topography, location or surroundings), such that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and in identical zoning districts;*

A special circumstance applicable to the subject property is that it is the smallest in size of all CT-zoned properties in the City. The neighboring properties range in size from 7,400 square-feet to 69,609 square-feet, as demonstrated by the following table:

#	Address	Site Size (sq. ft.)	Street Frontage
1	23622 Calabasas Road	65427	282
2	23642 Calabasas Road	69609	160
3	23586 Calabasas Road	41818	252
4	23564 Calabasas Road	11326	75
5	23556 Calabasas Road	14810	92
6	23548 Calabasas Road	10454	58
7	23540 Calabasas Road	7405	46
8	23528 Calabasas Road	30488	210
9	23508 Calabasas Road	47480	150
Average Values:		33202	147
Subject Property:		6098	37

Additionally, with a width of 37-feet, the subject property is also the narrowest property in the area. Property widths for all other properties in the area range from 47-feet to 250-feet, with restaurant uses occupying properties no less than 138-feet wide.

Given the small lot size and narrow width, there is no room for on-site parking in addition to what exists there today. Also, the existing conditions on the subject property simply cannot accommodate the parking required by CMC Section 17.28.040 for a restaurant use, hence the request for a Variance. The proposed site coverage of 0.45 accounts for all of the structures and existing parking areas. The balance of the site is comprised of a 13' driveway and unusable areas behind the existing single-family residence. Because the property is so narrow (37'), the ability to provide adequate space for parking for the existing use is virtually impossible.

The applicant has proposed that valet parking be made available during all hours of operation (5:00 PM until 11:00 PM). The valet shall park cars, from the location of the existing loading zone in front of the Wine Gallery, in the office building parking lot located at 23586 Calabasas Road. A parking study prepared by Minegar & Associates has been submitted to demonstrate the availability of the 40 required parking spaces at 23586 Calabasas Road during

the hours of business at the subject restaurant. The parking study has been reviewed by the City's Public Works Traffic and Transportation Division. The City's Traffic and Transportation engineer concurs with the conclusions presented in the parking study; namely that there will be 40 spaces available for the restaurant valet to park cars during the hours of restaurant operation (Parking Study, Exhibit F).

Other restaurants in the area employ valet parking to accommodate guests. The restaurant at 23508 Calabasas Road valet parks patrons' cars both on-site (shared with another restaurant, a nail spa and a retail business) and in the Leonis Adobe parking lot. The restaurant at 23536 Calabasas Road valet parks patrons' cars on the restaurant's property, in available street spaces, and in the office building parking area at 23538 Calabasas Road. With all other restaurants in Old Town offering valet parking and parking patrons' cars off-site, the applicant is requesting the same privilege enjoyed by other property owners.

Because the size of the property prohibits accommodation of parking required by CMC Section 17.28.040, and other similar businesses in the immediate vicinity have historically been allowed off-site parking, it is reasonable to conclude that, without approval of this Variance, the applicant would be denied privileges enjoyed by other property owners in the vicinity. Therefore the project meets this finding.

2. *That granting the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and zoning district and denied to the property owner for which the variance is sought;*

Other restaurant properties in the CT zone are also under-parked. Those restaurants employ valet parking to accommodate guests. The restaurant at 23508 Calabasas Road utilizes valet parking service for their patrons and employees, parking cars on-site (shared with another restaurant, a nail spa and a retail business) and in the Leonis Adobe (off-site) parking lot. The restaurant at 23536 Calabasas Road valet parks patrons' cars on the restaurant's property, available street spaces, and in the office building parking area at 23538 Calabasas Road.

Because the small size and narrow width of the subject property prohibits accommodation of parking required by CMC Section 17.28.040, and because other similar businesses in the immediate vicinity have historically been allowed off-site parking, it is reasonable to conclude that without this Variance, the applicant could not enjoy a substantial property right, namely the ability to enter into a shared parking arrangement, that other property owners in the same vicinity and zoning district enjoy. Therefore the proposed project meets this finding.

3. *That granting the variance would not constitute the granting of a special privilege inconsistent with the limitations of other properties in the same zoning district.*

Properties neighboring the subject site and in the CT zoning district are for the most part small and contain inadequate space to provide on-site parking for their patrons. Consequently, valet parking is pervasive in this zoning district. Because the applicant is seeking a variance from the on-site parking requirements (CMC Section 17.28.040) to allow parking operations similar to what has historically been allowed for other restaurants in the zoning district, and because the applicant was able to secure a shared-parking agreement with a neighboring site, there will be no special privileges afforded to this applicant that are inconsistent with limitations on other properties in the zoning district. Therefore, the project meets this finding.

4. *That granting the variance will not be detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity and zoning district in which the property is located; and*

The request to allow off-site parking for valet service instead of the required on-site parking (CMC Section 17.28.040) will not be detrimental to any public health, safety or welfare, or be injurious to property improvements in the vicinity. By employing a valet parking service, the applicant will eliminate the blocking of traffic by patrons looking for spaces and will reduce parallel parking on Calabasas Road in Old Town. Additionally, there is adequate space for a valet drop-off/pick-up area in the existing loading zone. The off-site parking will have no physical impact on any properties or improvements in the vicinity. For these reasons, the project meets this finding.

5. *That granting the variance is consistent with the General Plan and any applicable specific plan.*

Granting the variance is consistent with the Calabasas General Plan; specifically policies: II-11, IX-2, IX-4, IX-9, IX-25, IX-31, XI-3, XII-1, and XII-2, which generally promote retail/restaurant uses in the Old Town district, shared parking arrangements, and preservation of Old Town's character. Additionally, because the proposed project is located within Old Town, it is subject to the Old Town Calabasas Master Plan and Design Guidelines. Consequently, the project has been reviewed by the Historic Preservation Commission (HPC) for compliance with the Guidelines. The HPC determined that the project is in compliance with the guidelines. More specifically, the request for a variance complies with the guideline to "encourage exceptions to parking standards to promote restaurant and retail activities and larger outdoor patios for restaurants" (see pages 42-43 of the Guidelines). For these

reasons the project meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission approves File No. 120000418 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 this File No. 120000418 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 120000418 and the issuance of any permit or entitlement in connection therewith. Accordingly, to the fullest extent permitted by law, Sign of the Dove (Owners) and TFO Architecture, (Applicant) and their successors and assigns, 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, related to this File No. 120000418 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 120000418 and the issuance of any permit or entitlement in connection therewith Sign of the Dove(Owners) and TFO Architecture (Applicant) and their successors and assigns, 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.

PLANNING DIVISION CONDITIONS

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
2. All project conditions shall be imprinted on the title sheet of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors. Prior to any use of the project site, all conditions of approval shall be completed to the satisfaction of the Director of Community Development.

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.
4. 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 Division. The plans shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.
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. 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.
7. This approval shall be valid for one year and eleven days from the date of adoption of the resolution. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.
8. All landscaping is to be installed within 90 days of occupancy by the applicant to the satisfaction of the Director of Community Development or his designee. All landscaping will be consistent with the adopted City ordinance for landscape and water efficiency.
9. All ground and roof-mounted equipment is required to be fully screened from view. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
10. All exterior lights are subject to the provisions set forth in the Lighting Ordinance Chapter 17.27 of the Land Use and Development Code. Lighting of 60 watts or less on residential projects is exempt by the Lighting Ordinance.

11. All exterior colors and materials used for the construction of the project shall be in substantial conformance with the approved materials and colors exhibit.
12. Prior to commencement of construction, all necessary building permits must be obtained from the Building and Safety Division.
13. The project must comply with the building codes of Title 15.04 of the City of Calabasas Municipal Code at the time of building plan check submittal.
14. The project is located within a designated "Very High Fire Hazard Severity Zone". The requirements of Chapter 15.04.900 of the Calabasas Municipal Code must be incorporated into all plans.
15. 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.
16. Prior to any change in use of the subject property, the applicant must demonstrate compliance with the then-in-effect parking requirements for the proposed new use, if applicable.
17. The final shared parking agreement stating: that the 40 provided spaces as stipulated in said agreement shall be maintained and used as approved for the life of the nonresidential development shall be recorded with the county recorder's office. This document shall be filed and proof of recording shall be submitted to the Director prior to the issuance of any building permit.
18. Construction Activities - Hours of construction activity shall be limited to:
 - i. 7:00 a.m. to 6:00 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 residences, commercial enterprises or schools. The applicant or its successors shall notify the director of Transportation and Intergovernmental Relations of

the construction employee parking locations, prior to commencement of construction.

PUBLIC WORKS STANDARD CONDITIONS

ENVIRONMENTAL SERVICES CONDITIONS

19. The applicant must complete and submit a Local Storm Water Pollution Prevention Plan (L-SWPPP) prior to issuance of the grading permit. The SWPPP must be certified by a civil engineer licensed with the State of California. Guidance to prepare a Local SWPPP is available on city's website at:

<http://www.cityofcalabasas.com/pdf/documents/environmental-services/SWPPP.pdf>

20. The applicant must submit a detailed site plan showing the extent of grading, proposed structures, the location of all applicable BMPs and the corresponding SWPPP fact sheet.

21. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction sites:

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.

22. 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 get final clearance of occupancy.

23. Per the Calabasas Municipal Code 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." Crown Disposal Co, Inc. is the only service provider permitted to operate in Calabasas. Please contact (818-767-0675) for any roll-off or temporary container services. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
24. Grading shall be prohibited from October 1st through April 15th, 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.
25. 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 sites 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.

PUBLIC WORKS SPECIAL CONDITIONS

26. The applicant will utilize the existing loading zone in front of the wine gallery as a valet drop-off/pick-up area and the parking lot at 23586 Calabasas Rd. for valet parking operations. No additional space for valet parking operations will be provided on-street.
27. Prior to issuance of a building permit, the applicant must pay the City-wide Traffic Mitigation Fee of approximately \$9,657.00

$$[\$3.00/\text{sf of commercial space}] \times [3,219 \text{ sf}] = \$9,657.00$$

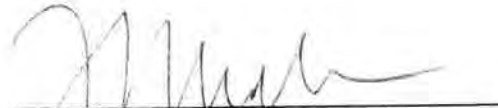
The fee will be recalculated upon issuance of building permits with the exact square footage.

28. Prior to issuance of a building permit, applicant shall secure approved traffic control plans prepared by a licensed Professional Engineer for all construction phases.

29. Prior to issuance of a building permit, applicant shall secure an off-site shared parking agreement with the property at 23586 Calabasas Rd. that permits and reserves a total of 40 parking spaces to be leased from their building's parking lot every day after 5:00 PM.

Section 5: All documents described in Section 1 of PC Resolution No. 2013-559 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2013-559 PASSED, APPROVED AND ADOPTED this 7th day of November, 2013



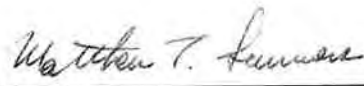
John Mueller, Chairperson

ATTEST:



Maureen Tamuri
Community Development Director

APPROVED AS TO FORM:



Assistant City Attorney

Commission at a regular meeting held November 7, 2013, and that it was adopted by the following vote:

AYES: Commissioners Mueller, Weintraub, Lia & Sikand

NOES: None

ABSENT: Chair Shumacher

ABSTAINED: Commissioner Litt

"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."

June 11, 2013

May Lau,
TFO architecture
617 W. 7th Street Suite 200
Los Angeles, CA 90017

Subject Project File No. 12000418

Request for a CUP and a Site Plan Review to add a service bar, outdoor seating and an off-site parking agreement at the Wine Cask located at 23528 Calabasas Road within the Commercial Old Town (CT) zoning district.

Dear May,

The Review of your application for the above described project has been completed. While the Historic Preservation Commission will be able to review the design aspects of the project, the Traffic Study and Parking Study need some minor revisions prior to bringing the project before the Planning Commission. I have attached the marked copies of the studies and will outline the requested changes, deletions and additions at the conclusion of this letter.

Additionally, the resolution for the CUP requires that all hours of operation be included as conditions of approval. Please supply the proposed operational hours for the restaurant/wine tasting use.

Please note: the roof over the proposed new trash enclosure must be a solid roof. Please indicate a solid roof on your plans (see CMC Section 17.20.100(D) for enclosure standards and guidelines).

Finally, your plans call for the replacement of existing chain-link fencing. Chain -link fencing is not an allowed fencing material in the Old Town zoning district. Please substitute an approved material for fencing in place of chain-link. (Staff suggests a wooden fence be used to replace ALL chain link fencing)

Sincerely,

Andrew Cohen-Cutler

The Required Corrections to Traffic Impact Study and Parking Survey Report.

Please see the two reports for the tabbed pages.

Traffic Impact Study

Page 6, paragraph 1:

- No proposal has been submitted to modify the curb, curb-cut or loading zone. Please delete any mention of this from the report. The current existing loading zone will be utilized as a valet drop-off/pick-up area. Please depict this on the plan.
- The report states that the existing rear building access to the new dining area will be eliminated. This is not the case. Access to the rear eating tables from the existing structure will remain. Food service, as well as ADA accessibility will be facilitated from the rear door. If you wish to keep that sentence, please clarify it to state **vehicular** access to the rear of the building will be eliminated.
- According to TFO, the Fire Department has reviewed the plan and even though the project is not yet entitled, has given preliminary approval for the project.

Page 6, paragraph 2:

- Delivery schedule should be included and reflect that all deliveries shall occur prior to the restaurant's opening.
- Staff parking is included in the restaurant parking requirements. Please include language reflecting this.

Page 6, chart questions

- Restaurant uses are the only uses where off-site parking (by Valet) has been permitted. Staff is researching to find agreements if they exist.
- There is no established Old Town Parking District.

Page 11:

- Include "Existing Conditions (Year 2012) Plus Project analysis.

Figure 4B:

- Fix typo on chart. (PM rather than AM)

Page 19, chart:

- Modify v/c ratio to a decimal
- Modify LOS to A through F. There are no recognized levels designated G, H etc.

Table 9:

- Remove the impact column (YES)

Parking Survey Report

Page 5, paragraph 1:

- Confirm that all mentions of existing parking spaces are consistent and accurate.

Page 6, paragraph 2:

-You may wish to add that patrons of the wine gallery should not park in nearby lots. Staff will include that as a condition of approval; however, it may prove impossible to enforce.

Page 6, paragraph 3:

-Refer to list on page 7 to show that the office building is fully occupied.

Page 7:

-Add a "Vacant Office – 0" line to list

Page 10, paragraph 2

-Discuss the CMC required parking for the office building. The office building is a permitted use in Old Town. The building was developed under LA County Development Code in effect in 1989, prior to the incorporation of Calabasas. As such, the parking may or may not meet the city required standards. If the parking does not meet Calabasas parking standards, it is still considered legal nonconforming. Because no change in use of the building or parking lot is proposed, the parking is not required to change.

-Staff is researching if there are any other shared parking agreements either in a file or recorded.

Page 10, Conclusion:

-The Calabasas Municipal Development Code considers employee parking requirements in the required parking space totals listed in CMC Section 17.28.

Page 11, paragraph 2:

- No proposal has been submitted to modify the curb, curb-cut or loading zone. Please delete any mention of this from the report. The current existing loading zone will be utilized as a valet drop-off/pick-up area. Please depict this on the plan.

Final Comment:

-City's current parking code should be enclosed. (See attached copy)



CITY of CALABASAS

Community Development Department
Planning Division
100 Civic Center Way
Calabasas, CA 91302
Phone (818) 224-1600
Fax (818) 225-7329

www.cityofcalabasas.com

Notice of Exemption

ITEM 15 Attachment E

To: _____ County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

_____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH SECTION 15062 OF THE PUBLIC RESOURCES CODE

Project Title/File No.: 120000418,140000326

Project Location: 23538 Calabasas Road, in the City of Calabasas, County of Los Angeles.

Project Description: 1). No. 120000418: a request for a modification to a Variance approved on November 7, 2013 for the provision of off-site parking for a restaurant use -- the approved variance allowed the applicant to provide required off-street parking for a new restaurant at an off-site location: 23586 Calabasas Road; this modification would change the location of the off-site parking to 23577 Calabasas Road.
2). And No.140000326: a proposed ordinance to permit a proposed City-owned parking lot at 23577 Calabasas Road, to be used to mitigate off-street parking shortages via unrestricted public parking in the Commercial Old Town (CT) zoning district.

Name of approving public agency: City of Calabasas Planning Commission

Project Sponsor: Sign of the Dove, City of Calabasas

- Exempt Status:** Ministerial (Sec. 21080(b)(1); 15268)
 Declared Emergency (Sec. 21080(b)(3); 15269(a))
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
 Categorical Exemption—Section 15301, (Class 1, existing facilities); Section 15303, (Class 3, c and e, new construction of small structures-(parking lot, landscaping, lighting and fencing); and, Section 15311 (B) (Small parking lots).
 Statutory Exemptions. Section

Reason(s) why Project is exempt: The project proposed to transform an existing vacant lot into a public parking lot with associated landscaping, fencing and related structures. As such, the project is exempt for the reasons stated above.

Lead Agency/Contact Person: Andrew Cohen-Cutler, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302.

City of Calabasas Planning Division
Plan Preparation Guidelines & Minimum Plan Contents

Date: November 7, 2013 **Signature:** _____
Andrew Cohen-Cutler

Title: Associate Planner

Phone: (818) 224-1704

Date received for filing and posting: _____



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
87328	4/11/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	144.00	Administrative Services
87328	4/11/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	138.00	Administrative Services
87328	4/11/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	126.00	Administrative Services
87328	4/11/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	96.00	Administrative Services
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	43.48	Administrative Services
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	36.00	Administrative Services
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	29.22	Administrative Services
Total Amount for 7 Line Item(s) from Administrative Services				\$612.70	
City Attorney					
87359	4/11/2014	HOPKINS & CARLEY	LEGAL SERVICES	7,733.48	City Attorney
87400	4/11/2014	ZAPPIA LAW FIRM, APC	LEGAL SERVICE	2,714.00	City Attorney
Total Amount for 2 Line Item(s) from City Attorney				\$10,447.48	
City Council					
87272	4/2/2014	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- REORG 2014	3,449.50	City Council
87264	4/2/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- REORG 2014	350.57	City Council
87351	4/11/2014	ECONOMIC ALLIANCE	VALLEY OF THE STARS DINNER	275.00	City Council
87274	4/2/2014	CALABASAS HIGH SCHOOL	MUSIC BOOSTER DONATION	250.00	City Council
87393	4/11/2014	VIEWPOINT EDUCATIONAL	31ST ANNUAL GALA	225.00	City Council
87393	4/11/2014	VIEWPOINT EDUCATIONAL	31ST ANNUAL GALA	225.00	City Council
87393	4/11/2014	VIEWPOINT EDUCATIONAL	31ST ANNUAL GALA	225.00	City Council
87346	4/11/2014	CR PRINT	LETTERHEAD	112.27	City Council
87346	4/11/2014	CR PRINT	LETTERHEAD	112.27	City Council
87346	4/11/2014	CR PRINT	LETTERHEAD	112.27	City Council
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	75.19	City Council
87346	4/11/2014	CR PRINT	BUSINESS CARDS	41.97	City Council
87346	4/11/2014	CR PRINT	BUSINESS CARDS	41.97	City Council
87346	4/11/2014	CR PRINT	BUSINESS CARDS	41.96	City Council
87345	4/11/2014	CONEJO AWARDS	NAME BADGES	27.95	City Council
87345	4/11/2014	CONEJO AWARDS	NAME BADGES	27.95	City Council
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	25.00	City Council
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	23.92	City Council





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Total Amount for 18 Line Item(s) from City Council				\$5,642.79	
<u>City Management</u>					
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	21.00	City Management
Total Amount for 1 Line Item(s) from City Management				\$21.00	
<u>Civic Center O&M</u>					
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,295.20	Civic Center O&M
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,964.80	Civic Center O&M
87320	4/2/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	986.77	Civic Center O&M
87320	4/2/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	607.45	Civic Center O&M
87352	4/11/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 2014	500.00	Civic Center O&M
87352	4/11/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 2014	250.00	Civic Center O&M
87309	4/2/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
87309	4/2/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
87309	4/2/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
87309	4/2/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
Total Amount for 10 Line Item(s) from Civic Center O&M				\$11,454.22	
<u>Community Development</u>					
87284	4/2/2014	DIGITAL MAP PRODUCTS	GIS SUBSCRPT/COMM VIEW	2,200.00	Community Development
87281	4/2/2014	CR PRINT	CUSTOMER SERVICE BROCHURE	937.40	Community Development
87337	4/11/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	448.00	Community Development
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	409.10	Community Development
87281	4/2/2014	CR PRINT	INSPECTION REQUEST PADS	274.68	Community Development
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	120.00	Community Development
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.28	Community Development
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	70.48	Community Development
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	37.81	Community Development
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	36.12	Community Development
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	9.99	Community Development
Total Amount for 11 Line Item(s) from Community Development				\$4,619.86	



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Community Services					
87330	4/11/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	4,857.00	Community Services
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,055.49	Community Services
87273	4/2/2014	AUDICK/PATRICIA//	RECREATION INSTRUCTOR	2,555.20	Community Services
87349	4/11/2014	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,276.80	Community Services
87312	4/2/2014	TD SPORTS INC	AE WRIGHT GYM PAINT	1,200.00	Community Services
87306	4/2/2014	MOVIES BY KIDS LLC	RECREATION INSTRUCTOR	1,119.30	Community Services
87387	4/11/2014	TORKAY/CAMERON//	DJ SERVICES- GLOW PARTY	1,095.00	Community Services
87269	4/2/2014	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	1,018.50	Community Services
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	935.26	Community Services
87364	4/11/2014	KRAUS/PETER//	RECREATION INSTRUCTOR	877.80	Community Services
87321	4/2/2014	WEBSTER PROMOTIONAL SVCS INC	T-BALL UNIFORMS	767.35	Community Services
87332	4/11/2014	ALTURAS MUSIC	ENTERTAINMENT- ARTS FEST	750.00	Community Services
87381	4/11/2014	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	742.00	Community Services
87330	4/11/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	687.00	Community Services
87341	4/11/2014	CARTEGRAPH SYSTEMS, INC.	RESERVE PARTNER HOST- MAR 2014	650.00	Community Services
87347	4/11/2014	DIAL M PRODUCTIONS	ENTERTAINMENT-EGG HUNT (BAL)	537.50	Community Services
87266	4/2/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	516.35	Community Services
87348	4/11/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	489.00	Community Services
87374	4/11/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	452.50	Community Services
87309	4/2/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
87379	4/11/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
87266	4/2/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	313.56	Community Services
87376	4/11/2014	PIXEL PIX DIGITAL PHOTOGRAPHY	PHOTO SERVICES- EGG HUNT	300.00	Community Services
87282	4/2/2014	CUSTOM PRINTING, INC.	ENRICHMENT FLYER	261.32	Community Services
87338	4/11/2014	BLECK/TAMMY//	RECREATION INSTRUCTOR	252.00	Community Services
87322	4/2/2014	YEREVANIAN/ODILE//	RECREATION INSTRUCTOR	205.80	Community Services
87380	4/11/2014	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	193.20	Community Services
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2014 MONITORING- DEANZ	135.00	Community Services
87397	4/11/2014	WILHELM/LANA//	REIMB MILEAGE - MAR 2014	117.71	Community Services
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	ADA SWING GATE PROGRAMMING	93.00	Community Services
87292	4/2/2014	HOWARD/JEANNE//	RECREATION INSTRUCTOR	88.20	Community Services
87313	4/2/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
87360	4/11/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	73.50	Community Services
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2014 MONITORING- CRKSD	22.50	Community Services
87310	4/2/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	11.20	Community Services



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Total Amount for 35 Line Item(s) from Community Services				\$26,567.16	
Finance					
87358	4/11/2014	HENRY/CEDRIC//	CPA TRAINING	3,539.08	Finance
87329	4/11/2014	ADP, INC	PAYROLL PROCESSING	3,294.55	Finance
87371	4/11/2014	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 12/13	250.00	Finance
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	125.15	Finance
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	64.96	Finance
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	38.03	Finance
Total Amount for 6 Line Item(s) from Finance				\$7,311.77	
Klubhouse Preschool					
87374	4/11/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,012.50	Klubhouse Preschool
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	ADA SWING GATE PROGRAMMING	217.00	Klubhouse Preschool
87360	4/11/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	171.51	Klubhouse Preschool
87317	4/2/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool
87309	4/2/2014	SECURAL SECURITY CORP	SECURITY- OPEN HOUSE	112.00	Klubhouse Preschool
87317	4/2/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	96.68	Klubhouse Preschool
87279	4/2/2014	CKPPG	REIMBURSE-SCHOOL LUNCH	92.07	Klubhouse Preschool
87379	4/11/2014	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSID	54.00	Klubhouse Preschool
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2014 MONITORING- CRKSD	52.50	Klubhouse Preschool
87394	4/11/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	44.48	Klubhouse Preschool
87271	4/2/2014	ARROWHEAD	WATER SERVICE	37.21	Klubhouse Preschool
Total Amount for 11 Line Item(s) from Klubhouse Preschool				\$2,038.83	
Library					
87275	4/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	973.86	Library
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	924.23	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	574.72	Library
87275	4/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	574.06	Library
87275	4/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	507.23	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	316.00	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	311.35	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	309.05	Library



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87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	301.41	Library
87399	4/11/2014	WOOD GRAPHICS UNLIMITED INC.	SIGN- SENIOR CORNER	293.52	Library
87357	4/11/2014	GALE CENGAGE LEARNING	E-BOOKS	288.44	Library
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	281.55	Library
87339	4/11/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	259.21	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	219.62	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	200.35	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	174.96	Library
87333	4/11/2014	AT&T	TELEPHONE SERVICE	150.12	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	144.66	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	132.66	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	115.42	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	106.79	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.88	Library
87357	4/11/2014	GALE CENGAGE LEARNING	E-BOOKS	84.71	Library
87357	4/11/2014	GALE CENGAGE LEARNING	E-BOOKS	80.76	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	76.41	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	74.61	Library
87293	4/2/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	69.01	Library
87293	4/2/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	66.34	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	56.90	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	48.02	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
87378	4/11/2014	RECORDED BOOKS, LLC	BOOKS ON CD	42.81	Library
87336	4/11/2014	BAKER & TAYLOR	BOOKS-LIBRARY	42.70	Library
87370	4/11/2014	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
87370	4/11/2014	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
87370	4/11/2014	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
87370	4/11/2014	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
87293	4/2/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.64	Library
87357	4/11/2014	GALE CENGAGE LEARNING	E-BOOKS	14.08	Library
87275	4/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	9.10	Library
87378	4/11/2014	RECORDED BOOKS, LLC	E-BOOKS	8.99	Library
87361	4/11/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	8.97	Library



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Total Amount for 43 Line Item(s) from Library				\$8,164.18	
<u>LMD #22</u>					
87314	4/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
87335	4/11/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,778.33	LMD #22
87389	4/11/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	4,664.25	LMD #22
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,965.00	LMD #22
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,410.78	LMD #22
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,311.51	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,613.75	LMD #22
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,511.70	LMD #22
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,093.68	LMD #22
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	966.00	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	929.94	LMD #22
87314	4/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	800.00	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	683.72	LMD #22
87389	4/11/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	675.00	LMD #22
87314	4/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	640.00	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	571.91	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	565.09	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	486.89	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	443.60	LMD #22
87389	4/11/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	379.00	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	371.23	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	328.60	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	246.21	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	214.00	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	198.08	LMD #22
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	177.31	LMD #22
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	126.35	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	82.80	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.12	LMD #22
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.34	LMD #22



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Total Amount for 31 Line Item(s) from LMD #22				\$41,633.19	
<u>LMD #24</u>					
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	240.00	LMD #24
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	103.20	LMD #24
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	9.03	LMD #24
Total Amount for 4 Line Item(s) from LMD #24				\$5,105.47	
<u>LMD #27</u>					
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.74	LMD #27
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	2.26	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$1,119.14	
<u>LMD #32</u>					
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.06	LMD #32
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	2.26	LMD #32
Total Amount for 3 Line Item(s) from LMD #32				\$1,857.03	
<u>LMD 22 - Common Benefit Area</u>					
87369	4/11/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,537.37	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,721.70	LMD 22 - Common Benefit Area
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,713.91	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,606.25	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,006.44	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	975.90	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	919.08	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	910.00	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	732.50	LMD 22 - Common Benefit Area



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87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	613.51	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	481.37	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	470.00	LMD 22 - Common Benefit Area
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	416.70	LMD 22 - Common Benefit Area
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	402.00	LMD 22 - Common Benefit Area
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	201.22	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	150.98	LMD 22 - Common Benefit Area
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	117.78	LMD 22 - Common Benefit Area
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	85.74	LMD 22 - Common Benefit Area
Total Amount for 19 Line Item(s) from LMD 22 - Common Benefit Area				\$28,562.45	

Media Operations

87333	4/11/2014	AT&T	TELEPHONE SERVICE	1,708.44	Media Operations
87383	4/11/2014	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	925.00	Media Operations
87362	4/11/2014	JM PRODUCTIONS	CTV SHIRTS	785.00	Media Operations
87288	4/2/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
87356	4/11/2014	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	750.00	Media Operations
87296	4/2/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
87386	4/11/2014	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	255.00	Media Operations
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	45.85	Media Operations
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	12.21	Media Operations
Total Amount for 9 Line Item(s) from Media Operations				\$5,716.03	

Non-Departmental

87309	4/2/2014	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
87309	4/2/2014	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
87346	4/11/2014	CR PRINT	LETTERHEAD	1,144.50	Non-Departmental
87395	4/11/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	822.87	Non-Departmental
87340	4/11/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
87276	4/2/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
87304	4/2/2014	MAILFINANCE	POSTAGE METER LEASE	339.30	Non-Departmental
87339	4/11/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental
87271	4/2/2014	ARROWHEAD	WATER SERVICE	317.75	Non-Departmental
87318	4/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	237.96	Non-Departmental
87346	4/11/2014	CR PRINT	BUSINESS CARDS	87.80	Non-Departmental



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87353	4/11/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	38.78	Non-Departmental
Total Amount for 12 Line Item(s) from Non-Departmental				\$10,161.72	
<u>Payroll</u>					
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	9,495.08	Payroll
87289	4/2/2014	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
87290	4/2/2014	HILL/BOB//	HEALTH INS REIMB (RETIREE)	1,843.38	Payroll
87285	4/2/2014	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	1,789.26	Payroll
87277	4/2/2014	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
87303	4/2/2014	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
87319	4/2/2014	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
Total Amount for 7 Line Item(s) from Payroll				\$20,502.68	
<u>Police / Fire / Safety</u>					
87297	4/2/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- FEB 2014	3,791.43	Police / Fire / Safety
87298	4/2/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,787.87	Police / Fire / Safety
87298	4/2/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,823.58	Police / Fire / Safety
87298	4/2/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	911.79	Police / Fire / Safety
87302	4/2/2014	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	68.84	Police / Fire / Safety
87300	4/2/2014	LASER TECHNOLOGY INC	LASER EQUIPMENT REPAIRS	25.69	Police / Fire / Safety
Total Amount for 6 Line Item(s) from Police / Fire / Safety				\$9,409.20	
<u>Public Safety & Emergency Preparedness</u>					
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	15.69	Public Safety & Emergency Preparedness
Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness				\$15.69	
<u>Public Works</u>					
87278	4/2/2014	CITY OF AGOURA HILLS	TMDL COMPLIANCE MONITORING	16,014.69	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,307.96	Public Works
87390	4/11/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	5,057.00	Public Works
87398	4/11/2014	WILLDAN ASSOCIATES INC.	CIVIL PLAN CHECK	4,220.00	Public Works



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87286	4/2/2014	GATEWAY CITIES	CMP MEMBERSHIP	2,939.18	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	2,868.75	Public Works
87365	4/11/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,509.55	Public Works
87398	4/11/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE	2,480.00	Public Works
87314	4/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,324.58	Public Works
87372	4/11/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,691.25	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,502.46	Public Works
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,417.63	Public Works
87295	4/2/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,120.00	Public Works
87280	4/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,034.76	Public Works
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	933.62	Public Works
87365	4/11/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	740.03	Public Works
87308	4/2/2014	SANCHEZ/MARK L.//	INSPECTION SERVICES	714.00	Public Works
87314	4/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	600.00	Public Works
87280	4/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	582.40	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	552.00	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	535.00	Public Works
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	495.92	Public Works
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	425.75	Public Works
87398	4/11/2014	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	327.50	Public Works
87315	4/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	255.00	Public Works
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	164.11	Public Works
87280	4/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	147.08	Public Works
87301	4/2/2014	LEGACY AWARDS	ENVIRONMENTAL COMSN PLAQUE	141.70	Public Works
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	125.00	Public Works
87270	4/2/2014	ARC	COPY/PRINTING SERVICE	108.34	Public Works
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	24.72	Public Works
Total Amount for 33 Line Item(s) from Public Works				\$75,186.42	

Recoverable / Refund / Liability

87307	4/2/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,354.00	Recoverable / Refund / Liability
87307	4/2/2014	P&A ADMINISTRATIVE SVCS INC	FSA-DEPEND CARE REIMBURSEMENT	1,153.86	Recoverable / Refund / Liability
87354	4/11/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 4/4/14	456.63	Recoverable / Refund / Liability
87373	4/11/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	456.29	Recoverable / Refund / Liability
87350	4/11/2014	ECMC	WAGE GARNISHMENT- 4/4/14	273.54	Recoverable / Refund / Liability



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87283	4/2/2014	DELEAU/LISA//	RECREATION REFUND	240.00	Recoverable / Refund / Liability
87355	4/11/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 4/4/14	184.62	Recoverable / Refund / Liability
87382	4/11/2014	SOLARCITY CORPORATION	REFUND BUILDING PERMIT	62.00	Recoverable / Refund / Liability
87384	4/11/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 4/4/14	46.15	Recoverable / Refund / Liability
Total Amount for 9 Line Item(s) from Recoverable / Refund / Liability				\$4,227.09	

Tennis & Swim Center

87385	4/11/2014	SUPERIOR AWNING INC	REPLACEMENT AWNINGS- T&SC	5,206.22	Tennis & Swim Center
87391	4/11/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	4,389.50	Tennis & Swim Center
87299	4/2/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,877.73	Tennis & Swim Center
87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,566.04	Tennis & Swim Center
87392	4/11/2014	VIEWPOINT EDUCATIONAL	POOL RENTAL	787.50	Tennis & Swim Center
87343	4/11/2014	CINTAS FIRST AID & SAFETY	ANNUAL SERVICE- T&SC	720.00	Tennis & Swim Center
87342	4/11/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	500.00	Tennis & Swim Center
87344	4/11/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	407.50	Tennis & Swim Center
87396	4/11/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	343.82	Tennis & Swim Center
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	329.57	Tennis & Swim Center
87331	4/11/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	324.00	Tennis & Swim Center
87396	4/11/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	316.10	Tennis & Swim Center
87396	4/11/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	141.91	Tennis & Swim Center
87334	4/11/2014	ATMOSPHERE EVENTS & CATERING	REPAIRS- T&SC	139.00	Tennis & Swim Center
87377	4/11/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 14	104.83	Tennis & Swim Center
87366	4/11/2014	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC JAN-MAR 2014	90.00	Tennis & Swim Center
87294	4/2/2014	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2014 MONITORING- T&SC	75.00	Tennis & Swim Center
87388	4/11/2014	TOSHIBA	BACKPACK/ACCESSORIES	65.39	Tennis & Swim Center
87309	4/2/2014	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
87363	4/11/2014	KISHIMOTO/RAINE//	REIMB MILEAGE - MAR 2014	37.07	Tennis & Swim Center
87267	4/2/2014	AIRGAS- WEST	TC HELIUM	19.89	Tennis & Swim Center
Total Amount for 21 Line Item(s) from Tennis & Swim Center				\$17,495.97	

Transportation

87265	4/2/2014	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE MAR 2014	10,135.71	Transportation
87367	4/11/2014	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2014 (2/2)	5,895.90	Transportation
87305	4/2/2014	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2014 (1/2)	5,263.82	Transportation
87268	4/2/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,191.43	Transportation



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87311	4/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,550.72	Transportation
87316	4/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	1,250.67	Transportation
87368	4/11/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	177.02	Transportation
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	143.96	Transportation
87291	4/2/2014	HOLDEN/ TATIANA//	REIMBURSE- LICENSE RENEWAL	115.00	Transportation
87287	4/2/2014	GOVARGEZ/BARSIN//	REIMBURSE- LICENSE RENEWAL	115.00	Transportation
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	93.40	Transportation
87368	4/11/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	81.64	Transportation
87280	4/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	34.17	Transportation
87375	4/11/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	31.00	Transportation
87280	4/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	30.20	Transportation
Total Amount for 15 Line Item(s) from Transportation				\$29,109.64	
GRAND TOTAL for 317 Line Items				\$326,981.71	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda
13-May

CD	New Business	General plan amendment and pre-zoning for the annexation of properties along West Agoura Road
CD	Consent	Adoption of Ordinance to permit substitution and use of a public parking lot at 23577 Calabasas Road to satisfy a requirement for dedicated off-site parking in connection with the restaurant use at 23538 Calabasas Road in the Commercial Old Town (CT)

Future Items:

CD	New Business	Introduction of Ordinance No. 2014-315 regulating electronic e-cigarettes in the City of Calabasas and amending the Calabasas Municipal Code 5/28
PW	New Business	Lost Hills project update
PW	New Business	TTC's recommendation regarding Mulholland Hwy. Project Const.C11
	Presentation	Book Donation by Las Virgenes Municipal Water District 5/28
CD	New Business	Informational report regarding County Business license 5/28
Finance	Consent	Adoption of Resolution No. 2014-XXXX, levying special taxes within the City of Calabasas Community Facilities District No. 2006-1; and adoption of Resolution No. 2014-XXXX, levying special taxes within the City of Calabasas Community Facilities District No. 98-1. 5/28
CC	New Business	Section 2.04 Muni Code Amendment - City Council Reorg date
CC	New Business	Muni Code Amendment - Commission Term Expiration date
CC	New Business	Contract reprourement
CD	Public Hearing	Cost/Fee schedule for scanning of documents
PW	New Business	Stormwater semi-annual quarterly update
PW	New Business	Public Information Meeting for LLAD Assessments Re:1) Intention to Proceed w/Annual Administration; 2) Approve Prelim Eng Report; 3) Authorize Prop 218; and 4) Set Time/Place for Public Hearing 5/28
PW	Update	Bicycle Master Plan update
PW	Public Hearing	Final Eng Report -Approve LLAD Assessments 6/11
PW	Public Hearing	St. Andrews Lane project
CC	New Business	Noticing/public outreach with Commissions recommendations
CC	Consent	Conflict of Interest Code update

2014 CITY COUNCIL MEETING DATES

May 14 - Cancelled CCCA Annual Conference	Sep 10
May 28	Sep 24-Cancelled Rosh Hashanah
Jun 11	Oct 8
Jun 25	Oct 22
Jul 9 - Cancelled	Nov 12
Jul 23 - Cancelled	Nov 26-Cancelled Thanksgiving Eve
Aug 13	Dec 10
Aug 27	Dec 24-Cancelled Christmas Eve