



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING - WEDNESDAY, APRIL 24, 2013  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

THE STARTING TIMES LISTED FOR EACH AGENDA ITEM SHOULD BE CONSIDERED 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.

### **CLOSED SESSION – 6:30 P.M. - CONFERENCE ROOM**

1. Conference with legal counsel – pending litigation, pursuant to Government Code, Section 54956.9(a):  
Crown Castle USA v City of Calabasas et al  
Los Angeles Superior Court Case Number: Case No. BS 140933
2. Conference with legal counsel – pending litigation, pursuant to Government Code, Section 54956.9(a):  
City of Alhambra et al v. County of Los Angeles et al  
Los Angeles Superior Court Case Number: Case No. S185457

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Cub Scouts Pack 333  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.**

- Recognition of Executive Assistant, Tina Wallace upon her retirement.

## **ORAL COMMUNICATIONS - PUBLIC COMMENT –7:25 P.M.**

### **CONSENT ITEMS – 7:35 P.M.**

1. Approval of meeting minutes from April 10, 2013.
2. Adoption of Resolution No. 2013-1366, 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. 2013-1367, approving Proposition 218 and the report of the engineer's prepared for the levy and collection of assessments against the lots and parcels of Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2013-2014; Resolution No. 2013-1368, declaring its intent to levy and collect assessments in within Landscape Maintenance District No. 22 and Landscape Lighting Act Districts No. 22, 24, 27 and 32 and setting a time and place for public hearing.
3. Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$87,000 to fund required work for the Zone 25, section of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, California.
4. Recommendation to approve an amendment to increase the value of the contract agreement with California Civil Engineering Services for on-call public works repair services.
5. Recommendation to approve an amendment to increase the value of the contract agreement with KOA Corporation for on-call professional traffic engineering services.
6. Authorization to approve a Notice of Completion for specification No. 07-08-12, weed abatement/fuel reduction for fire safety within the City of Calabasas.

### **NEW BUSINESS – 7:45 P.M.**

7. Presentation by Las Virgenes Municipal Water District regarding proposed solar panel power project – Rancho Las Virgenes.

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

8. Annual update of the City's Tobacco Retailer Registration Program.

**INFORMATIONAL REPORTS – 8:15 P.M.**

9. Check Register for the period of April 1-10, 2013.

**TASK FORCE REPORTS – 8:17 P.M.**

**CITY MANAGER'S REPORT – 8:20 P.M.**

**FUTURE AGENDA ITEMS – 8:25 P.M.**

**ADJOURN – 8:30 P.M.**

The City Council will adjourn to their next meeting/annual workshop scheduled for Wednesday, May 8, 2013, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, HELD WEDNESDAY, APRIL 10, 2013**

Mayor Gaines called the meeting to order at 7:00 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**ROLL CALL**            Present:        Mayor Gaines, Councilmembers Bozajian, Martin Maurer, and Shapiro.  
                         Absent:        None.  
                         Staff:         Coroalles, Howard, Hernandez, Yalda.

The Pledge of Allegiance was led by former Mayor Karyn Foley.

**APPROVAL OF AGENDA**

Councilmember Bozajian moved, seconded by Councilmember Maurer to approve the agenda with a modification to pull Item No. 5 of Consent to be presented during the Sheriff's report. **MOTION CARRIED 5/0.**

**CONSENT ITEM**

5. Consideration of Proclamation to join the April 2013 Distracted Driving Awareness Month Campaign.

Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Proclamation to Join the April 2013 Distracted Driving Awareness Month Campaign. **MOTION CARRIED 5/0.**

**ANNOUNCEMENTS/INTRODUCTIONS**

- Safe routes to school award presentation.

Mr. Kash Hadipour from the American Public Works Association, Ventura County Chapter presented the award.

Mayor Gaines announced that the meeting would be adjourned in memory of Kevin A. Cordasco. Members of the Council expressed condolences to the Cordasco family.

- Introduction of new Sheriff's Department Captain.

Mayor Gaines introduced Captain Patrick Davoren. Captain Devoren expressed appreciation for the warm welcome.

- Sheriff's crime report.

Lt. Waird presented the crime report.

Mayor Gaines presented members of the Sheriff's Department with a Proclamation Joining the April 2013 Distracted Driving Awareness Month Campaign.

Members of the City Council made the following announcements:

Councilmember Bozajian:

- Expressed appreciation to the community for attending the Arbor Day event at Gates Canyon Park on March 23 as well as the Egg-Stravaganza Egg Hunt on March 30.
- Reminded everyone about the Earth Day event scheduled on April 13 at Las Virgenes Creek.
- Extended an invitation to the Canine Classic Dog and Walk Festival at De Anza Park on April 21.
- Invited the community to attend the 16<sup>th</sup> Annual Calabasas Fine Arts Festival on May 4 and 5, 10 a.m. to 5 p.m., outside the Civic Center.

Councilmember Maurer:

- A free-bulky item pick up for Calabasas residents is scheduled on April 20.
- A pharmaceutical disposal drop-off is available at the Lost Hills Sheriff's Station.

Councilmember Shapiro:

- The 3<sup>rd</sup> Annual Community Expo scheduled on Saturday, April 13, at the Agoura Hills/Calabasas Community Center.
- The first City of Calabasas/Chamber of Commerce Law Day on May 1, at Founders Hall, 10 a.m. to 3:30 p.m.
- The Annual Relay for Life scheduled on May 18 at A.E. Right Middle School.

Councilmember Martin:

- Expressed appreciation to staff for the Egg-Stravaganza Egg Hunt event.
- Reported on her attendance to the World Networks; World Orphanage Foundation celebrity charity benefit on April 4.

Mayor Gaines:

- The Chamber of Commerce monthly breakfast on April 11.
- The first Calabasas High School musical, West Side Story on April 16-20.
- The Library's Film Fanatics Group will feature Much to do About Nothing on April 10, at 6 p.m.
- A blood drive in conjunction with the Community Expo scheduled on Saturday, April 13.

### **ORAL COMMUNICATIONS - PUBLIC COMMENT**

Joe Spano, Phyllis Scher, Karmen Brower and David Litt spoke during public comment.

### **CONSENT ITEMS**

1. Approval of meeting minutes from March 13 and March 27, 2013.
2. Recommendation to accept completion of slope repair and stabilization work for the Mulholland Highway Permanent Restoration Project, Federal Aid Project No. ER-4207(004), by Toro Enterprises, Inc. and to direct the City Clerk to file Notice of Completion.
3. Recommendation to approve an amendment to extend and increase the value of the professional services agreement with Malibu Canyon Shell and Mac Chevron (Ventoro Properties) for the fueling of transit vehicles and fleet vehicles.
4. Authorization to approve a contract change order for Azteca Landscape in the amount of \$98,340 to fund FY2013-14 regular monthly landscape maintenance and required needed work for the Zone 13 section of Specification No. 08-09-02 common area landscape maintenance for specified homeowner associations within Landscape Lighting Act District 22.

**Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Consent Items No. 1-4. MOTION CARRIED 5/0.**

### **NEW BUSINESS**

6. Recommendation to adopt Resolution No. 2013-1365, approving the establishment of a fee for filing notices of intent to circulate initiative petitions.

**No action was taken on this item.**

## **UNFINISHED BUSINESS**

7. Motion to take from the table and consideration of appointment of Mayor pro Tem.

**Councilmember Bozajian moved, seconded by Councilmember Maurer to take from the table and consideration of appointment of Mayor pro Tem. MOTION CARRIED 5/0.**

Suzy Gallant, Betty Bross, Karyn Foley, Richard Thompson, Nancy, Rothenberg, Linda Thompson, Billy Martin, Keith Marks, Emma Wilby, Linda Stock, Lynne Tracy, Steve Brecht, Geri Berger, Phyllis Scher, Kirsten Johnson and Amber Evans, Barry Hammond, Michael Brockman, Brittany Stephens, Pam Evans, Elizabeth Stephens, Karmen Brower, David Litt, Norm Buehring, Clark Canfield, Brenda Johnson, Molly Martin, David Evans, Mark Handel, Monique Levy and Stephanie Williams and Martha Fritz spoke during public comment.

The Council recessed at 9:01 p.m.

The Council reconvened at 9:10 p.m.

Mayor Gaines opened nominations for the office of Mayor pro Tem.

The nomination of Councilmember Martin for Councilmember Martin as Mayor pro Tem was placed on the table.

Councilmember Maurer nominated Councilmember Shapiro as Mayor pro Tem.

Mayor Gaines closed nominations for the office of Mayor pro Tem.

Roll call was taken as follows:

- Councilmember Bozajian for Councilmember Shapiro
- Councilmember Maurer for Councilmember Shapiro
- Councilmember Shapiro for Councilmember Shapiro
- Councilmember Martin for Councilmember Martin
- Mayor Gaines for Councilmember Shapiro

**The results were 4/1 in favor of Councilmember Shapiro.**

## **INFORMATIONAL REPORTS**

8. Check Register for the period of March 6-27, 2013.

**No action was taken on this item.**

## **TASK FORCE REPORTS**

Councilmember Bozajian reported that Councilmember Maurer and he met with staff to discuss the City's Records Retention. He further said that additional meetings will be held prior to making a presentation to the Council.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that the former Volvo of Calabasas building will be taken over by a Mini Cooper dealership, with renovation work being done prior to the new business moving in. He further reported that the Mercedes building is also being renovated.

## **FUTURE AGENDA ITEMS**

In response to inquiry from Councilmember Bozajian regarding the Building Code, Mr. Coroalles stated that it would be presented to the Council in the near future.

Councilmember Maurer requested an item regarding electric vehicles charging stations be presented in the near future.

The City Attorney was tasked with updating the Council regarding Swatting Legislation.

Discussion ensued regarding schedule for the annual workshop.

The City Clerk administered the Oath of Office to Mayor pro Tem Shapiro.

The Council recessed at 9:40 p.m.

The Council went into Closed Session at 9:50 p.m.

## **CLOSED SESSION – CONFERENCE ROOM**

1. Conference with legal counsel - anticipated litigation, one case,, pursuant to Government Code, Section 54956.9 (d) (4), Formerly 54956.9( c).

The Council reconvened to Open Session at 10:49 p.m.



The City Attorney reported that the Council did not authorize commencing litigation on this matter.

**ADJOURN**

The meeting adjourned in memory of Kevin A. Cordasco at 10:50 p.m. to their next regular meeting scheduled on Wednesday, April 24, 2013 at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** APRIL 24, 2013

**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. 2013-1366, 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. 2013-1367, APPROVING PROPOSITION 218 AND THE REPORT OF THE ENGINEER PREPARED FOR THE LEVY AND COLLECTION OF ASSESSMENTS AGAINST THE LOTS AND PARCELS OF LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2013-2014; RESOLUTION NO. 2013-1368, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING

**MEETING DATE:** APRIL 24, 2013

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**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 2013-2014 will be the same as the previous year, except in one Zone: Calabasas Park Estates HOA. This Zone has required the City to ballot for approval of an assessment increase to provide requested services. The City will conduct an assessment ballot proceeding in this Zone 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 2.03% 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 2.03% CPI inflation adjustment) and will not be balloted.

Staff is requesting Council 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 12, 2013. 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, 2013.

**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. 2013-1366, initiating proceedings for the levy and collection of assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2013-2014; Resolution No. 2013-1367, approving the report of the engineer prepared for levy and collection of assessments against the lots and parcels of property within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2013-2014; Resolution No. 2013-1368 declaring its intent to levy and collect assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2013-2014.

**ATTACHMENTS:**

- Attachment A: Resolution No. 2013-1366, Initiating Proceedings
- Attachment B: Resolution No. 2013-1367, Approving the Engineer's Report
- Attachment C: Resolution No. 2013-1368, Declaring Intent to Levy
- Attachment D: Preliminary Engineer's Report

**RESOLUTION NO. 2013-1366**

**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 2013-14 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 2013-14.

**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 2013-14 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 24<sup>th</sup> day of April, 2013.**

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Fred Gaines, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott C. Howard  
Interim City Attorney

**RESOLUTION NO. 2013-1367**

**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 2013-2014**

**WHEREAS**, by prior resolution, the City Council initiated proceedings to Levy and Collect Assessments for Fiscal Year 2013-2014 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 2013-2014 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 4, 2013, (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 24<sup>th</sup> day of April, 2013.**

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Fred Gaines, Mayor

ATTEST:

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Marciela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott C. Howard  
Interim City Attorney



**RESOLUTION NO. 2013-1368****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 2013-14 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 4, 2013, (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 2013-14 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 2013-14 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 2012-13 levy of assessments in connection with the Districts and in connection with Landscape Maintenance District No. 22, on June 12, 2013, 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 Calabasas Park Estates Zone of Landscaping Lighting Act District No. 22 (the "CPE Zone"). 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 Calabasas Park Estates Zone of Landscaping Lighting Act District No. 22) are proposed 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 Streets and Highways Code (Assessment Law.) Additionally, with respect to owners of parcels located within the CPE Zone, 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 CPE Zone.

The City Council will not increase the assessment in the CPE 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 the CPE 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 2012-13.

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 24th day of April, 2013.**

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Fred Gaines, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott C. Howard  
Interim City Attorney

**CITY OF CALABASAS**

**PRELIMINARY ENGINEER'S REPORT**

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

**FISCAL YEAR 2013-14**



*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 4, 2013**



**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2013-14**

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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 2013-14**

**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 ballotings 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, 2013 and ending June 30, 2014. 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 2013-14, 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 2012-13, plus a 2.03 % CPI inflation adjustment. 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 Calabasas Park Estates Homeowner's Associations Board of Directors, proposes a ten percent (10%) assessment rate increase for the Calabasas Park Estates Zone of District No. 22. The proposed ten percent (10%) increased assessment rate will be submitted to the Calabasas Park Estates property owners via mailed ballots. The ballots will be tabulated at a June 12, 2013 Public Hearing to determine if there is a majority protest for or 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 this section.

"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 2013-14**

**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 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  
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**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  
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**ESTIMATE OF COST**

The estimated budget for Fiscal Year 2013-14 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2013, is projected from the 2012-2013 budget year. These fund balances are used to finance all work from July 1, 2013 until June 30, 2014. The first deposit from the County Assessor's Office to the District's accounts is December 2013. The projected carryover from 2013-14 will be the beginning fund balance for Fiscal Year 2014-2015 and so forth.

CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 SOURCES AND USES FOR FY 2013-14				
	LLAD 22	LLAD 24	LLAD 27	LLAD 32
<u>SOURCES</u>				
BEGINNING BALANCE (Est.)	127,100	267,100	126,400	(70,800)
BENEFIT ASSESSMENT	2,694,400	184,900	31,500	32,300
OTHER CITY FUNDS*	1,000,000			
INTEREST	1,900	4,000	1,900	(1,100)
<b>TOTAL SOURCES</b>	<b>3,823,400</b>	<b>456,000</b>	<b>159,800</b>	<b>(39,600)</b>
<u>USES</u>				
CITY ADMINISTRATIVE COSTS (SALARIES, CONSULTANTS, INCIDENTAL COSTS, ETC.)	205,000	12,000	4,000	3,000
UTILITIES (IRRIGATION WATER & ELECTRICAL TO POWER IRRIGATION CONTROLLERS)	661,000	32,000	4,000	5,000
MAINTENANCE CONTRACTS/PEST CONTROL	1,289,000	85,000	22,000	21,000
TREE MAINTENANCE (INSTALLATION, TRIMMING, REMOVALS)	225,000	34,000	11,000	-
FIRE BREAK / BRUSH CLEARANCE	417,000	8,000	-	-
CAPITAL IMPROVEMENTS	-	260,000	110,000	-
GENERAL BENEFIT ROADWAY LANDSCAPING IMPROVEMENTS*	1,000,000	-	-	-
<b>TOTAL USES</b>	<b>3,797,000</b>	<b>431,000</b>	<b>151,000</b>	<b>29,000</b>
<b>ENDING BALANCE CARRYOVER</b>	<b>26,400</b>	<b>25,000</b>	<b>8,800</b>	<b>(68,600)</b>

\* Other City Funds revenue funds the maintenance of general benefit landscape improvements. Budget provided by the City of Calabasas' Finance Department.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32  
PRELIMINARY ENGINEER'S REPORT  
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**METHOD OF APPORTIONMENT OF ASSESSMENT**

Proposition 218 require 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 2013-14, Landscape Lighting Act District Nos. 22, 24, 27, and 32 assessments will be increased by the 2.03 % 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.

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

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

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 2013-14, 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 2012-13 with a 2.03 % 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 Calabasas Park Estates Homeowner's Associations Board of Directors, proposes a ten percent (10%) assessment rate increase for the Calabasas Park Estates Zone of District No. 22. The proposed ten percent (10%) increased assessment rate will be submitted to the Calabasas Park Estates property owners via mailed ballots. The ballots will be tabulated at a June 12, 2013 Public Hearing to determine if there is a majority protest for or 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 this section.

"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 essentially 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
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 for the local landscape improvements can only be accessed 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 2013-14, the assessments in Landscape Lighting Act District No. 24 (LLAD 24) will be levied at the same rate as in Fiscal Year 2012-13 plus a 2.03% 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 this section.

“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 essentially 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 standard, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, the general benefit attributable to the public at large 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 parcel 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 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 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 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 2013-14, the assessments in Landscape Lighting Act District No. 27 (LLAD 27) will be levied at the same rate as in Fiscal Year 2012-13 plus a 2.03% 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 this section.

“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 essentially 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 standard, therefore, is to have fronting property fund the 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, the General Benefit attributable to the public at large 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 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 property 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 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 2013-14, the assessments in Landscape Lighting Act District No. 32 (LLAD 32) will be levied at the same rate as in Fiscal Year 2012-13 plus a 2.03% 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 this section.

“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 essentially 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:

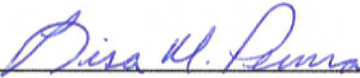
$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**ASSESSMENT ROLL**

The proposed amounts of assessment for the Fiscal Year 2013-14 Landscape Lighting Act Districts are apportioned to each parcel as shown on the latest roll at the County of Los Angeles Assessor's office are submitted in a separate document titled "City of Calabasas Landscaping Lighting Act District Nos. 22, 24, 27 and 32 Assessment Rolls" and are 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 in accordance with the special benefits that are received.

ENGINEER'S REPORT SUBMITTED BY:

  
\_\_\_\_\_  
Lisa M. Penna., P.E., R.C.E. No. 59166      April 4, 2013  
Date

Expiration June 30, 2013

**CITY OF CALABASAS  
LANDSCAPE AND LIGHTING DISTRICTS  
PRELIMINARY ENGINEER'S REPORT  
FISCAL YEAR 2013-14**

**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 A**  
**City of Calabasas LLAD 22**  
**Maintenance Costs and Assessment by Zone for Fiscal Year 2013-14**

<b>ZONE</b>	<b>FY Landscape Maintenance Contracts Awarded</b>	<b>FY 13-14 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>No. of Acres</b>	<b>FY 12-13 Asmt Rate (2.67% CPI Increase)</b>	<b>FY 13-14 Asmt Rate (2.03% CPI Increase)</b>	<b>FY 13-14 Potential Prop 218 10% Increase</b>	<b>Per Parcel/Acre</b>
Bellagio	2011	\$ 144,355.20	SFR	160		\$ 884.27	\$ 902.22		Parcel
Calabasas Country Estates	2009	\$ 59,419.41	SFR	37		\$ 1,573.98	\$ 1,605.93		Parcel
Calabasas Hills	2011	\$ 355,602.80	SFR	490		\$ 711.28	\$ 725.72		Parcel
Calabasas Park	2011	\$ 348,038.78	SFR	458		\$ 744.79	\$ 759.91		Parcel
Calabasas Park Estates	2009	\$ 378,139.50	SFR	425		\$ 872.04	\$ 889.74	\$ 978.71	Parcel
Calabasas Rd Comm / Old Town		\$ 36,210.66	Commercial	66	118	\$ 300.76	\$ 306.87		Acre
Clairidge	2009	\$ 127,502.04	SFR	34		\$ 3,675.45	\$ 3,750.06		Parcel
Las Villas	2011	\$ 111,556.16	SFR	89		\$ 1,228.50	\$ 1,253.44		Parcel
Oak Creek		\$ 7,526.92	Condo	17		\$ 433.95	\$ 442.76		Parcel
Oak Park	2009	\$ 170,745.48	Condo	268		\$ 624.43	\$ 637.11		Parcel
Palatino	2009	\$ 87,086.40	SFR	120		\$ 711.28	\$ 725.72		Parcel
The Oaks of Calabasas		\$ 404,951.76	SFR	558		\$ 711.28	\$ 725.72		Parcel
Vista Pointe	2009	\$ 290,101.77	SFR	189		\$ 1,504.39	\$ 1,534.93		Parcel
Westridge	2011	\$ 173,243.25	SFR	111		\$ 1,529.70	\$ 1,560.75		Parcel
<b>TOTAL</b>		<b>\$ 2,694,480.13</b>		<b>3,022</b>	<b>118</b>				

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

**EXHIBIT B**  
**City of Calabasas LLAD 24**  
**Maintenance Costs and Assessment by Zone for Fiscal Year 2013-14**

<b>ZONE</b>	<b>FY 13-14 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>Dwelling Units</b>	<b>FY 12-13 Asmt Rate Per Dwelling Units (2.67% CPI increase)</b>	<b>FY 13-14 Asmt Rate Per Dwelling Units (2.03% CPI increase)</b>
Deer Springs	\$ 41,053.39	Residential	301	301	\$ 133.68	\$ 136.39
Steeplechase	\$ 32,733.60	Residential	240	240	\$ 133.68	\$ 136.39
El Encanto	\$ 5,864.77	Residential	43	43	\$ 133.68	\$ 136.39
Archstone Calabasas	\$ 81,834.00	Residential	2	600	\$ 133.68	\$ 136.39
Lone Oak	\$ 6,546.72	Residential	48	48	\$ 133.68	\$ 136.39
Mira Monte (Tract 52150)	\$ 4,637.26	Residential	34	34	\$ 133.68	\$ 136.39
<b>District 24 Subtotal</b>	<b>\$ 172,669.74</b>		<b>668</b>	<b>1,266</b>		
Saratoga Ranch	\$ 2,221.66	Residential	49	49	\$ 44.44	\$ 45.34
Saratoga Hills	\$ 10,020.14	Residential	221	221	\$ 44.44	\$ 45.34
<b>Saratogas Subtotal</b>	<b>\$ 12,241.80</b>		<b>270</b>	<b>270</b>		
<b>DISTRICT TOTAL</b>	<b>\$ 184,911.54</b>		<b>938</b>	<b>1,536</b>		

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

**EXHIBIT C**  
**City of Calabasas LLAD 27**  
**Maintenance Costs and Assessment by Zone for Fiscal Year 2013-14**

ZONE	FY 13-14 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)
Casden Malibu Canyon	\$ 306.03	3	\$ 99.98	\$ 102.01
Las Virgenes Park	\$ 14,689.44	144	\$ 99.98	\$ 102.01
Las Virgenes Village	\$ 16,525.62	162	\$ 99.98	\$ 102.01
<b>TOTAL</b>	<b>\$ 31,521.09</b>	<b>309</b>		

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

**EXHIBIT D**  
**City of Calabasas LLAD 32**  
**Maintenance Costs and Assessment for Fiscal Year 2013-14**

ZONE	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)
<b>TOTAL</b>	\$ 32,305.89	Commercial	19	\$ 1,666.48	\$ 1,700.31



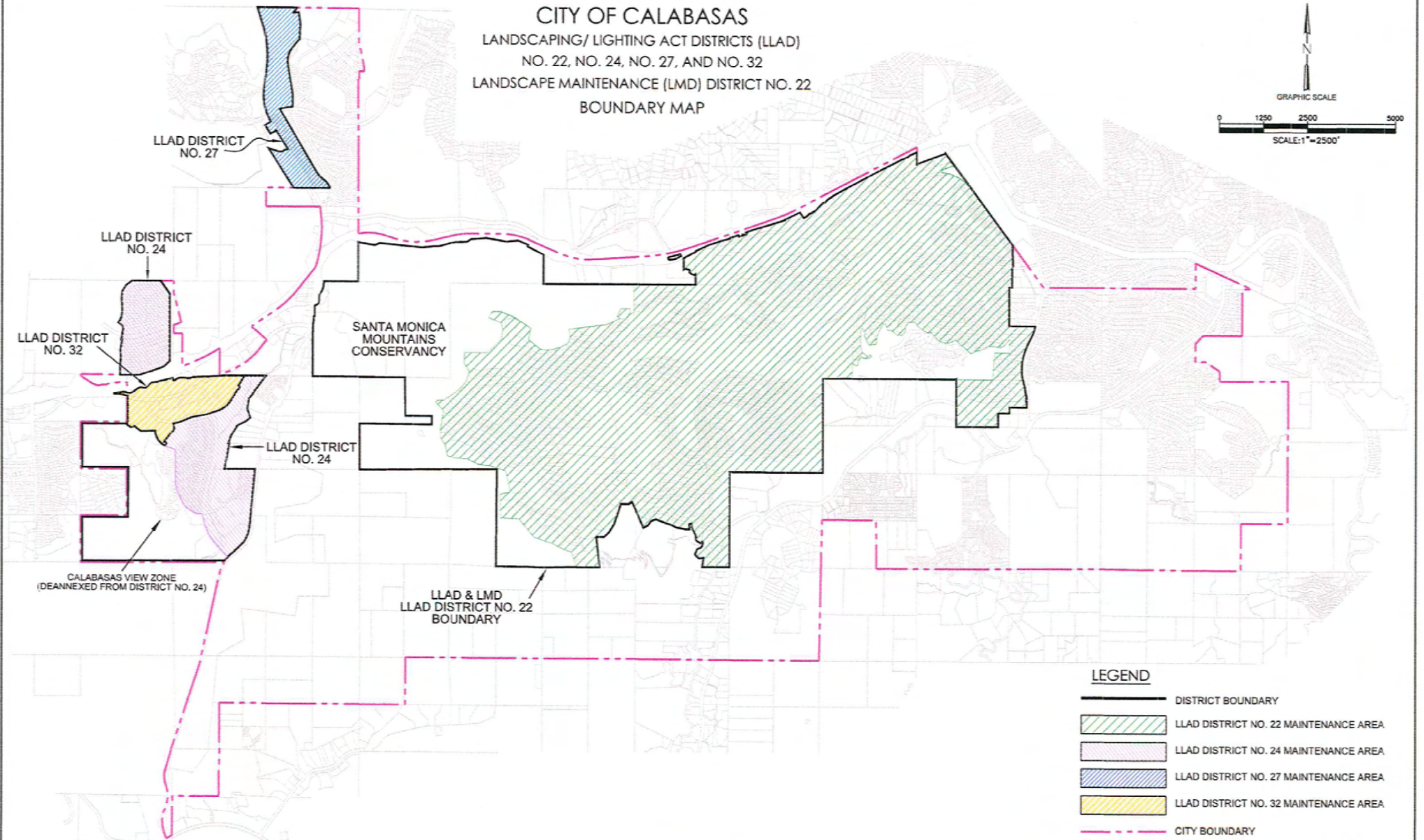
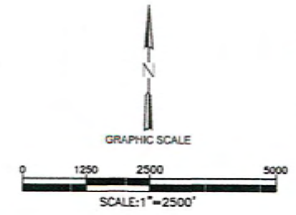
**EXHIBIT E**  
**CITY OF CALABASAS**  
**LANDSCAPE LIGHTING ACT DISTRICT NO. 22 (LLAD 22)**  
**HISTORY - ASSESSMENT RATES**

Fiscal Year	Prop 218 Assessment Increase & Annual CPI Increases Per Parcel	Bellagio	Calabasas Country Estates	Calabasas Hills	Calabasas Park	Calabasas Park Estates	Cal Road Commercial / Old Town Master Plan Area (Formed 1997-98)	Clairidge (Formed 1996-97)	Creekside (Detached from District 1997-98)	Las Villas	Oak Creek	Oak Park	Palatino	Park Sorrento (Detached from District 2009-10)	The Oaks of Calabasas	The Oaks II (Vacant land, Asmt per acre)	The Ridge	Vista Pointe	Westridge	
1995 - 1996		621.43	621.43	621.43	621.43	621.43		N/A	621.43	621.43	621.43	621.43	621.43	621.43	N/A	621.43	521.43	621.43	621.43	
1996 - 1997		621.43	621.43	621.43	621.43	621.43		621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	N/A	621.43	521.43	621.43	621.43
1997 - 1998		621.43	621.43	621.43	621.43	621.43	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,023.73	521.43	621.43	
1998 - 1999		621.43	621.43	621.43	621.43	621.43	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,023.73	521.43	621.43	
1999 - 2000		621.43	621.43	621.43	621.43	621.43	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,023.73	521.43	621.43	
2000 - 2001		621.43	621.43	621.43	621.43	621.43	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,023.73	521.43	621.43	
2001 - 2002	Prop 218 - Majority Vote	Yes	Yes				No	Yes									Yes	Yes	Yes	
2001 - 2002	Final Asmts	772.56	764.03	621.43	621.43	621.43	Not Assessed	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2002 - 2003	Prop 218 - Majority Vote						Yes													
2002 - 2003	Final Asmts	772.56	764.03	621.43	621.43	621.43	262.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2003 - 2004		772.56	764.03	621.43	621.43	621.43	262.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2004 - 2005		772.56	764.03	621.43	621.43	621.43	262.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2005 - 2006		772.56	764.03	621.43	621.43	621.43	262.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2006 - 2007	Prop 218 - Majority Vote		Yes	No		Yes				Yes									No	
2006 - 2007	Final Asmts	772.56	988.91	621.43	621.43	761.88	262.76 per acre	3,211.15	NAP	1,073.31	379.12	545.54	621.43	362.78	621.43	19.15	1,948.37	1,314.35	779.26	
2007 - 2008	Prop 218 - Majority Vote			No	No															
2007 - 2008	Final Asmts & CPI increase for all Zones	805.46	1,031.05	647.91	647.91	794.35	273.96 per acre	3,348.00	NAP	1,119.05	395.28	568.79	647.91	378.24	647.91	N/A. All land developed - The Oaks	2,031.40	1,370.36	812.47	
2008 - 2009	Prop 218 - Majority Vote		Yes		Yes	No									No				Yes	
2008 - 2009	Final Asmts & CPI increase for all Zones	831.90	1,364.87	669.16	700.69	820.40	282.95 per acre	3,457.81	NAP	1,155.75	408.25	587.45	669.16	390.65	669.16	-	2,098.03	1,415.31	1,439.12	
2009 - 2010	Prop 218 - Majority Vote		No																	
2009 - 2010	Final Asmts & CPI increase for all Zones	861.27	1,413.05	692.78	725.42	849.36	292.94 per acre	3,579.87	NAP	1,196.55	422.66	608.19	692.78	NAP	692.78	-	2,172.09	1,465.27	1,489.92	
2010 - 2011	Prop 218 - Majority Vote	No	Yes																	
2010 - 2011	Final Asmts for all Zones (no CPI increase)	861.27	1,533.05	692.78	725.42	849.36	292.94 per acre	3,579.87	NAP	1,196.55	422.66	608.19	692.78	NAP	692.78	-	2,172.09	1,465.27	1,489.92	
2011 - 2012	Asmts for all Zones (no CPI increase)	861.27	1,533.05	692.78	725.42	849.36	292.94 per acre	3,579.87	NAP	1,196.55	422.66	608.19	692.78	NAP	692.78	-	2,172.09	1,465.27	1,489.92	
2011 - 2012	Prop 218 - Majority Vote																			
2011 - 2012	Asmts for all Zones (2.67 % CPI increase)																			
2012 - 2013	Prop 218 - Majority Vote																			
2012 - 2013	Final Asmts for all Zones (2.67 % CPI increase)	884.27	1,573.98	711.28	744.79	872.04	300.76	3,675.45	NAP	1,228.50	433.95	624.43	711.28	NAP	711.28	-	-	1,504.39	1,527.90	







**EXHIBIT F**

**LANDSCAPE LIGHTING ACT DISTRICTS BOUNDARY DIAGRAM**

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



**LEGEND**

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

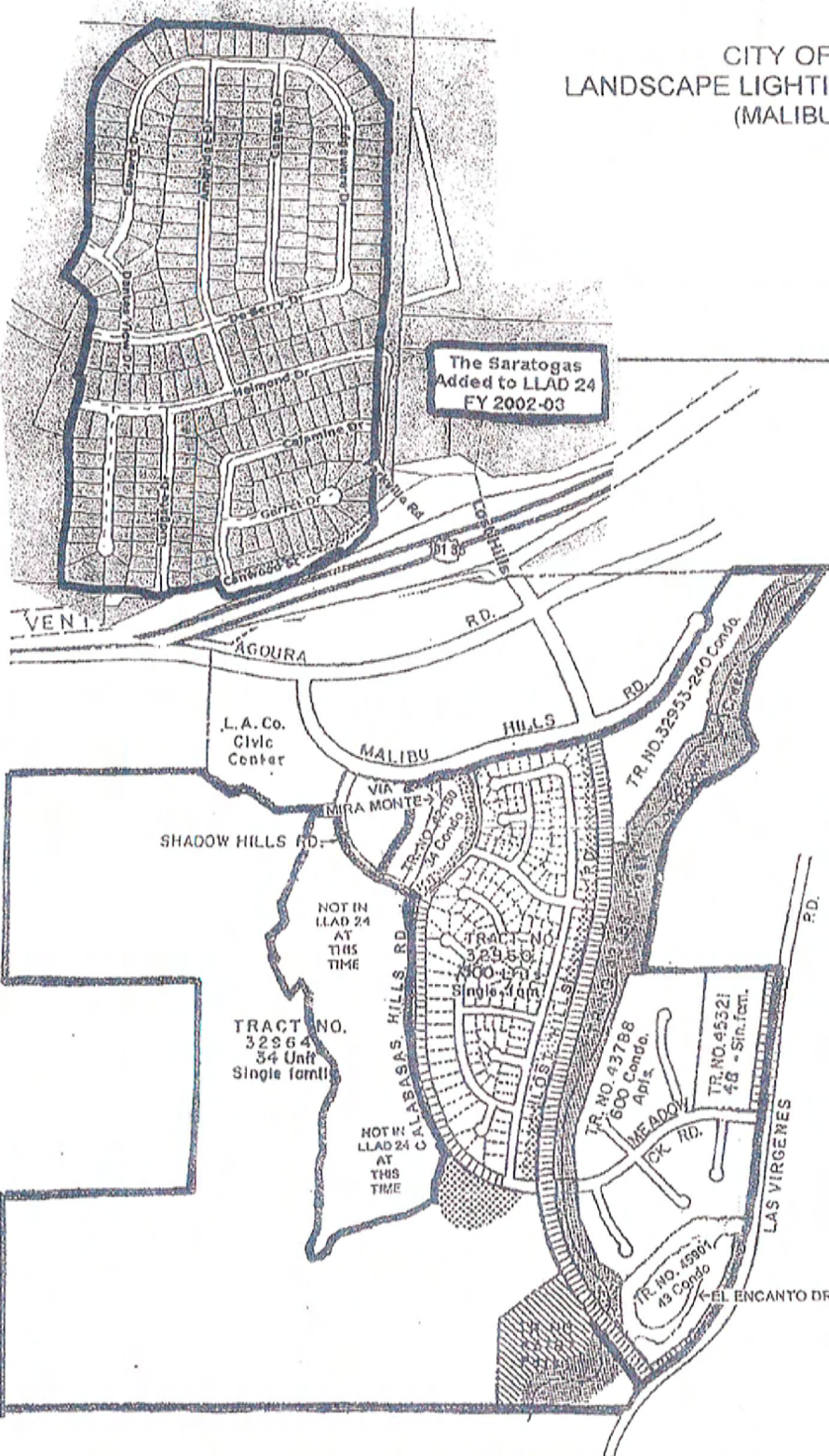
FOR THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN EACH DISTRICT, SEE THE LOS ANGELES COUNTY ASSESSOR'S PARCEL MAPS, WHICH IS HEREBY MADE A PART OF THIS DIAGRAM.



ANDERSON-PENNA PARTNERS, INC.  
 309 AGATE STREET  
 LAGUNA BEACH, CA 92651

T: (949) 371-7979  
 F: (949) 376-7511

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



The Saratogas  
 Added to LLAD 24  
 FY 2002-03

**LEGEND**

- PLANTED SLOPE: 2.53 Ac.
  - CREEK AREA: 6.0 Ac.
  - PARK (TURF): 8.5 Ac.
- STREET TREES & WELLS: 345

- PLANTED MEDIANS & PARKWAYS (TURF): 1.61 Ac.
- LOT BOUNDARIES
- DISTRICT BOUNDARY

APPROXIMATE QUANTITIES  
 5 - CONTROLLERS  
 70 - VALVES  
 1150 - HEADS



(NO SCALE)

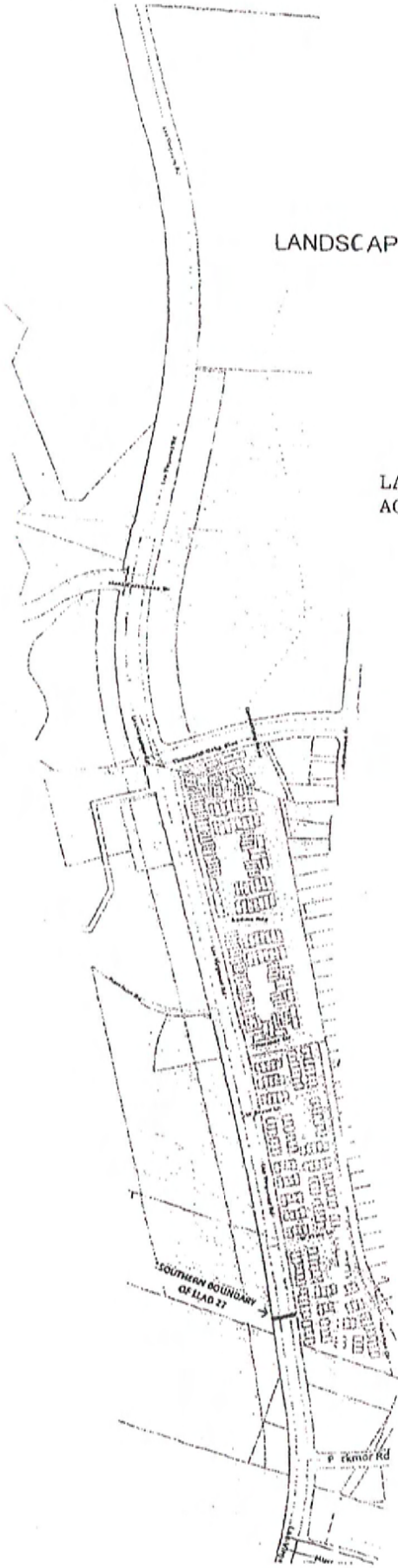
**EXHIBIT A**  
**MALIBU**  
**LOST HILLS**  
**L.L.A. DISTRICT No. 24**

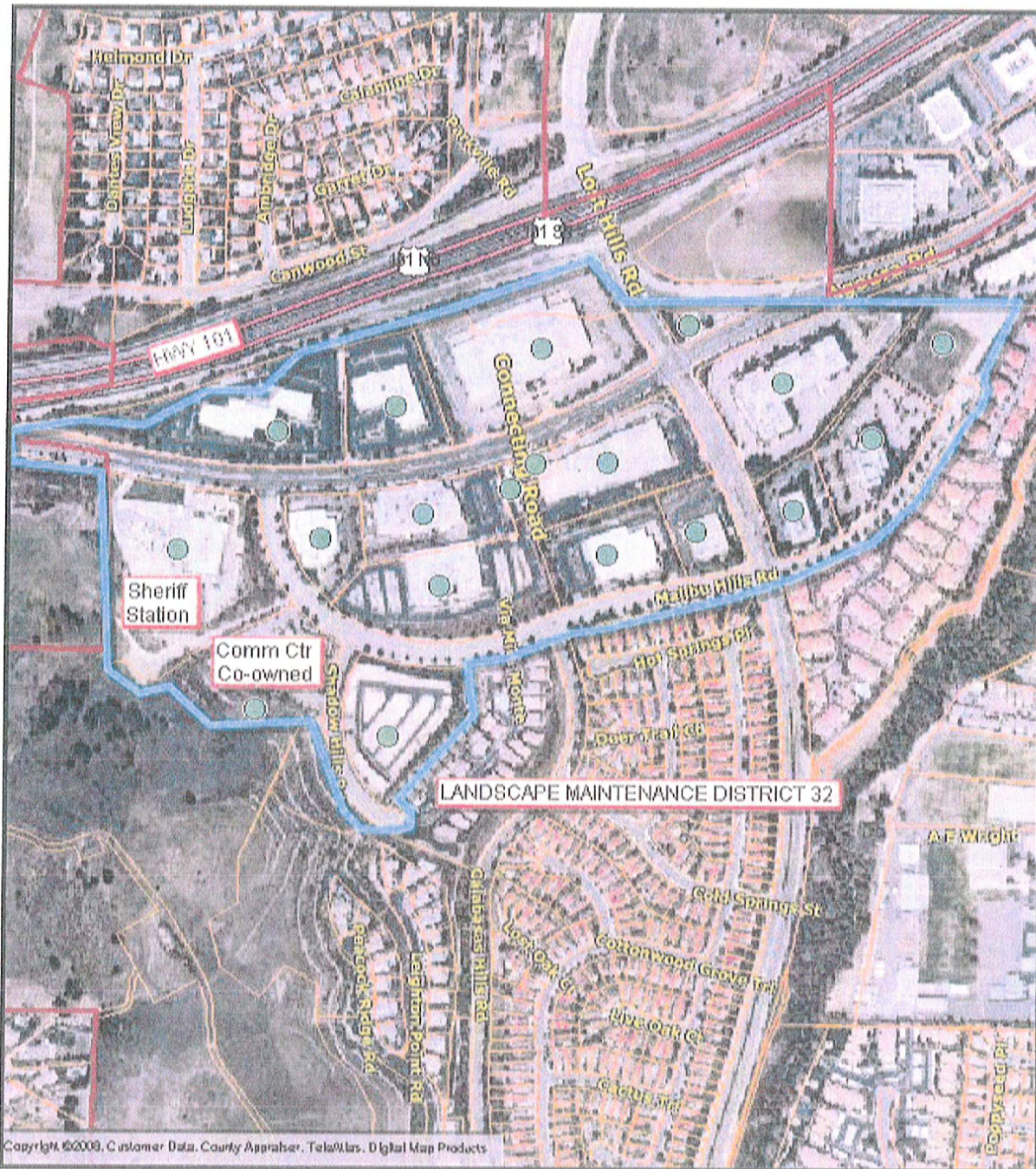
**B & E ENGINEERS**  
 Civil Engineering • Surveying  
 Land Planning

878 Colorado Blvd. • Suite 102  
 Los Angeles, CA 90041 • (310) 254-6131 • 4410 509 0211

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



CITY of CALABASAS



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**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: APRIL 10, 2013**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER**

**SUBJECT: AUTHORIZATION TO APPROVE A CONTRACT CHANGE ORDER FOR VENCO WESTERN, INC. IN THE AMOUNT OF \$87,000 TO FUND REQUIRED WORK FOR THE ZONE 25 SECTION OF SPECIFICATION NO. 10-11-02 LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREAS OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA.**

**MEETING DATE: APRIL 24, 2013**

---

**SUMMARY RECOMMENDATION:**

Authorization to approve annual budgeted funding and change order for Venco Western, Inc. in the amount of \$87,000 for authorized extra work and required work for the remaining part of Fiscal Year 2012/13 per Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

**BACKGROUND:**

In 2011 a maintenance contract was awarded to Venco Western, Inc. with an effective date of June 16, 2011 with three possible one-year contract extensions.

The cost of certain additional work is covered in the bid specification under the Unit Price List and is considered to be Extra Work. The city's landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, and the need to re-landscape and light the roundabout on Parkway Calabasas, in order to maintain Landscape Maintenance District 22 and Landscape Lighting act District 22 landscape in quality condition, it is projected that \$87,000 will be required to fund necessary authorized extra work (see cost breakout charts below).

The total cost of authorized extra work and the remainder of FY 2012-13 is \$87,000.

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment /Roundabout Improvements	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	TOTAL Authorized Extra Work
Zone-25, CBA-5	1000	20,000	50,000	1,000	1,000	1,000	7,000	6,000	87,000

**FISCAL IMPACT/SOURCE OF FUNDING:**

Fund: 21-326 – Landscape Maintenance District #22 – AD Valorum/CBA

These funds exist in the landscape maintenance district budget. Staff requests the funding be approved and the budget be adjusted accordingly.

**REQUESTED ACTION:**

Authorization to approve annual budgeted funding and change order for Venco Western, Inc. in the amount of \$87,000 for authorized extra work and required work for the remaining part of Fiscal Year 2012/13 per Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

**ATTACHMENTS:**

- Attachment 1: Contract Agreement
- Attachment 2: Contract Agreement Change Order No. 1
- Attachment 3: Contract Agreement Change Order No. 2
- Attachment 4: Proposed Contract Agreement Change Order No. 3



**CONTRACT AGREEMENT**

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

**(2-Year Contract)**

**(SPECIFICATION NO. 10-11-02)**

**SPRING 2011**

THIS CONTRACT AGREEMENT is made and entered into for the **ZONE 25, Common Benefit Area Five (CBA-5)** section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

**ARTICLE II**

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

**ARTICLE III**

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

**ARTICLE IV**

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

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

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

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

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

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

**ARTICLE XI**

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

**ARTICLE XII**

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR:

Linda Burr  
Linda Burr

President  
(Title)

Contractor's License No. C-27 562295

State of California )

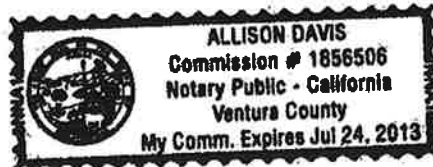
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public)

(Notary Seal)



45

AGENCY:

James R. Bozajian  
James R. Bozajian,  
Mayor

6/5/11  
Date

ATTESTED:

Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM:

Yana Welinder  
Yana Welinder,  
City Attorney

5/3/2011  
Date

(EXECUTE IN DUPLICATE)

2903



*BT*

CITY of CALABASAS

63,595.16

BASE CONTRACT AMOUNT \$ 427,470.32  
 CHANGE ORDER #1 (+) \$ 68,205.00  
 FINAL CONTRACT AMOUNT (=) ~~\$495,675.32~~  
 SPECIFICATION NO.: 10-11-02 5 131,800.16

CONTRACT CHANGE ORDER NO.: 1  
 DATE: 10/12/2011

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
 OWNER: City of Calabasas  
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 25 CBA-5: This Change Order will cover the cost of FY 2011-2012 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 68,205		
	\$ 68,205	\$ -	

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 68,205

\*\*\* SIXTY EIGHT THOUSAND TWO HUNDRED FIVE DOLLARS \*\*\*

ADDITION

*Nov. 15, 2011*  
 DATE:

*Linda Burr*  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: <i>MBM</i> Landscape Districts Maintenance Manager Date: <i>11/17/11</i>	Robert Yalda: <i>Robert Yalda</i> Public Works Director/City Engineer Date: <i>11/21/11</i>	James R. Bozinger: <i>James R. Bozinger</i> Mayor Date: <i>12/1/11</i>

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

BASE CONTRACT AMOUNT		\$106,051.80
PRIOR CHANGE ORDERS	(+)	\$0.00
ADJUSTED CONTRACT AMOUNT		\$106,051.80
FY 2009-2010 3.53% CPI INCREASE	(+)	\$1,723.35
CHANGE ORDER No. 1	(+)	\$53,179.00
ADJUSTED CONTRACT AMOUNT	(=)	\$160,954.15
FY 2011-2012 MAINTENANCE CONTRACT	(+)	\$25,558.29
CHANGE ORDER No. 2	(+)	\$22,996.00

CONTRACT CHANGE ORDER NO.: 2  
DATE: October 12, 2011


FINAL CONTRACT AMOUNT (=) \$209,508.44


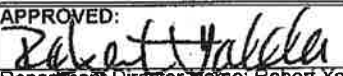
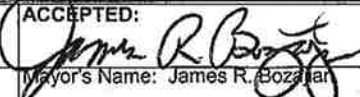
PROJECT TITLE: LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22

SPECIFICATION NO.: 08-09-02  
OWNER: CITY OF CALABASAS  
CONTRACTOR: VENCO WESTERN

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 5 Calabasas Country Estates HOA:</b> This Change Order will cover the cost of FY 2011-2012 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$22,996	\$0.00	
	\$22,996	\$0.00	

We hereby agree to make the above change subject to the terms of this order for the sum of: \$22,996.00  
**\*\* TWENTY TWO THOUSAND NINE HUNDRED NINETY SIX DOLLARS (\$22,996) \*\*** ADDITION

CONTRACTOR: VENCO WESTERN, INC.  
  
 Contractor's Representative  
Linda D. Burr  
 (Printed Name & Title)  
11-15-11  
 DATE

RECOMMENDED: 	APPROVED: 	ACCEPTED: 
Staff Name: Steve Ball, LMD Mgr	Department Director Name: Robert Yalda	Mayor's Name: James R. Bozinger
Date: <u>11/17/11</u>	Date: <u>11/27/11</u>	Date: <u>12/19/11</u>

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



BASE CONTRACT AMOUNT	\$ 63,595.16	CONTRACT CHANGE ORDER NO.:	3
CHANGE ORDER #1	\$ 68,205.00		
CHANGE ORDER #2	(+) \$ 131,800.16	DATE:	4/24/2013
ADJUSTED CONTRACT AMOUNT	(=) \$ 263,600.32		
2012-2013 EXTRA WORK	(+) \$ 87,000.00		
FINAL CONTRACT AMOUNT	(=) \$ 350,600.32		

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
 OWNER: City of Calabasas  
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 25 CBA-5:</b> This Change Order will cover the cost of FY 2012-2013 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees, and relandscaping and lighting of the roundabout on Parkway Calabasas.	\$ 87,000		
	<b>\$ 87,000</b>	<b>\$ -</b>	

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 87,000**  
 \*\*\* EIGHTY SEVEN THOUSAND DOLLARS \*\*\* ADDITION

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

\_\_\_\_\_  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.





**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: APRIL 8, 2013**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P. E., T. E., PUBLIC WORKS DIRECTOR/ CITY ENGINEER  
 MARC SEFERIAN, P. E., T. E., SENIOR CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO INCREASE THE VALUE OF THE CONTRACT AGREEMENT WITH CALIFORNIA CIVIL ENGINEERING SERVICES FOR ON CALL PUBLIC WORKS REPAIR SERVICES**

**MEETING DATE: APRIL 24, 2013**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that City Council amend the professional services agreement with California Civil Engineering Services, LLC, for on-call public works repair services, to increase the not-to-exceed amount of the existing contract identified in the Fiscal Impacts section.

**BACKGROUND:**

In July 2012, the City entered into an agreement for \$45,000 with the California Civil Engineering Services, LLC for on-call public works repair services. This type of work included installation and removal of signs and posts, installing curb placards, painting curb and other miscellaneous repair services as deemed necessary by the Public Works department.



## **DISCUSSION/ANALYSIS:**

The City has always utilized a private contractor to perform on-call public works repair services. In 2011, the City went through the RFP process and selected California Civil Engineering Services, LLC as the new service provider for this work. The first professional services agreement was signed in September 2011 for a trial period of three months. Staff was satisfied by the work performed by California Civil Engineering Services, LLC (CCES) and made decision to continue contracting with the company.

The existing Professional Services Agreement (PSA) was signed for \$45,000 in July 2012; this PSA amount was based on projected costs budgeted for on-call public works repair services for the current fiscal year. Subsequently, CCES was used to complete additional work that included the following:

- 1] Median street sign refurbishing and
- 2] Storm drain catch basin screen installation (CCES's contract amendment previously identified in the 11/28/12 City Council meeting staff report's fiscal impact section).

Due to this additional work, an amendment to the Professional Services Agreement is needed to account for the on-call public works repair services that will need to be paid for the remainder of the current fiscal year. Since the additional work identified above amounted to approximately \$20,000, the amendment would necessitate an increase in the existing contract's not-to-exceed amount to \$65,000.

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

Account number 10-332-5252-40 has a current remaining budget of approximately \$26,300 and is used to track expenditures for on-call public works repair services pertaining to traffic striping, signing and markings. Therefore, this increase in the amount of CCES's contract will have no effect on this year's budget.

## **REQUESTED ACTION:**

Staff recommends that City Council amend the professional services agreement with California Civil Engineering Services, LLC, for on-call public works repair services, to increase the not-to-exceed amount of the existing contract to \$65,000.

## **ATTACHMENTS:**

- Exhibit A: Professional Services Agreement
- Exhibit B: Amendment No. 1

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

(City of Calabasas/ *California Civil Engineering Services, LLC*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and *California Civil Engineering Services, LLC* ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: *installation and removal of signs, posts; curb painting; traffic striping and markings; installation of curb placards; sidewalks, curb and gutters repair, and such other contracting needs as deemed necessary.*
- 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 *August 10, 2011* 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 *August 10, 2011* fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": *July 01, 2012.*
- 3.4 "Expiration Date": *June 30, 2013.*

**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 *Forty Five Thousand Dollars* (\$45,000.00) 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. **Rahim Ranjkesh** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

Initials: (City)  (Contractor) 



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

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

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

## 6. COMPENSATION

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

Initials: (City)  (Contractor) 

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

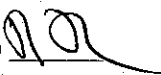
**9. CONFIDENTIALITY**

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

Initials: (City)



(Contractor)



**10. INDEMNIFICATION**

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

Initials: (City)

(Contractor)

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

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

## 11. INSURANCE

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

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

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

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

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

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//California Civil Engineering Services, LLC

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

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

Initials: (City)

(Contractor)



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

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

**12. MUTUAL COOPERATION**

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

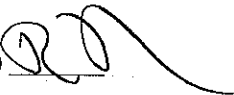
**13. RECORDS AND INSPECTIONS**

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

Initials: (City)



(Contractor)



**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

*California Civil Engineering Services, LLC*  
*6201 Glide Ave.*  
*Woodland Hills, CA 91367*  
*Attn: Rahim Ranjesh*  
Telephone: (818) 825-4985



With courtesy copy to:

**Michael G. Colantuono**  
Colantuono & Levin, PC  
11364 ~~11406~~ Pleasant Valley Road  
Penn Valley, CA 95946-~~9001~~ 9000  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710



**16. SURVIVING COVENANTS**

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

Initials: (City)  (Contractor) 

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//California Civil Engineering Services, LLC

writing.

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

Initials: (City)

(Contractor)

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

19 **PREVAILING WAGES**

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

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

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

Initials: (City) JK (Contractor) RA

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//California Civil Engineering Services, LLC

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

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

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


Initials: (City)      (Contractor)

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//California Civil Engineering Services, LLC

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”  
California Civil Engineering Services, LLC

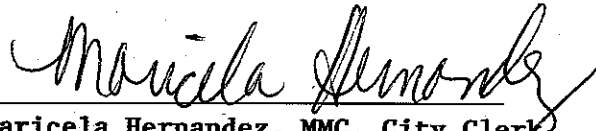
~~28~~ By:   
Anthony Corrales, City Manager

By:   
Rahim Ranjesh, Owner

Date: 7/11/12

Date: 6-28-12

Attest:

By:   
Maricela Hernandez, MMC, City Clerk

Date: 7/11/12

Approved as to form:

By:  7/5/12  
Michael G. Colantuono, City Attorney

**NON-COLLUSION AFFIDAVIT**

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

Rahim Rangesh  
California Civil Engineering

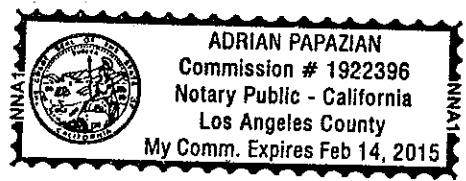
Being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham;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

Rahim Rangesh  
Signature of Bidder

6201 Glide Ave  
Business Address  
Woodland Hills, CA 91367

Place of Residence Same

Subscribed and sworn to before me this 25 day of June, 2012



Notary Public in and for the County  
of Los Angeles  
State of California

My Commission Expires Feb 14, 2015







# BUSINESS AUTO DECLARATIONS

**POLICY NUMBER: 048332387 BAP**

## ALLSTATE INDEMNITY COMPANY

2775 Sanders Road  
Northbrook, IL 60062-6127

**AGENT:**  
**SHAHIN K HOOSHMAND**  
19730 VENTURA BL #1  
WOODLAND HILLS, CA 91364-2625

### ITEM ONE

**NAMED INSURED:** RAHIM RANJKESH  
**MAILING ADDRESS:** 6201 GLIDE ST  
WOODLAND HILLS, CA 91367-1420

**POLICY PERIOD:** FROM APRIL 13, 2012 TO APRIL 13, 2013  
At 12:01 A.M. Standard Time at your mailing address shown above.

**PREVIOUS POLICY NUMBER:**

**FORM OF BUSINESS:**

CORPORATION       LIMITED LIABILITY COMPANY       INDIVIDUAL  
 PARTNERSHIP       OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<b>PREMIUM FOR ENDORSEMENTS</b>	
<b>ESTIMATED TOTAL PREMIUM</b>	<b>\$1,865.00</b>

This policy may be subject to final audit.

**SEE THE 'IMPORTANT PAYMENT INFORMATION' FORM BU5880 FOR DETAILS ABOUT PAYMENT OPTIONS AND INSTALLMENT FEES**

Premium shown is payable: \$1,865.00 at inception.

**AUDIT PERIOD (IF APPLICABLE):**  ANNUALLY     SEMI-ANNUALLY     QUARTERLY     MONTHLY

### ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 - Common Policy Conditions (IL 01 46 in Washington)  
IL 00 21 - Broad Form Nuclear Exclusion (Not Applicable in New York)

### FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

3U5880 0308 BU1330A-3 CA0001 1001  
CA0143 0505 CA2154 0505 CA0038 1202  
CA0425 0505 CA9944 1293 IL0021 0498  
L0017 1198 IL0270 1104 BU1129-10298  
CA2384 0106 BU1109 0590 BU1110 0590  
3U1456-11001

COUNTERSIGNED \_\_\_\_\_ (Date)

BY \_\_\_\_\_ (Authorized Representative)



## DECLARATIONS - BUSINESS AUTO POLICY - (Continued)

ALLSTATE INDEMNITY COMPANY

POLICY NUMBER: 048332387 BAP

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered autos.)	LIMIT	PREMIUM
LIABILITY	07	\$1,000,000	\$1,086.00
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ DED.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT	
AUTO MEDICAL PAYMENTS			
UNINSURED MOTORISTS	07	\$1,000,000	\$133.00
UNDERINSURED MOTORISTS (When not included in Un-insured Motorists Coverage)			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	07	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ (See Schedule) DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos".	\$165.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos".	
PHYSICAL DAMAGE COLLISION COVERAGE	07	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ (See Schedule) DED. FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed "Autos".	\$481.00
PHYSICAL DAMAGE TOWING AND LABOR		\$ (See Schedule) For Each Disablement Of A Private Passenger "Auto".	
<b>PREMIUM FOR ENDORSEMENTS</b>			
<b>*ESTIMATED TOTAL PREMIUM</b>			<b>\$1,865.00</b>

\*This policy may be subject to final audit.

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



CITY of CALABASAS

AFFIDAVIT OF COMPLIANCE WITH WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS

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

I, the undersigned, do hereby declare that the business has no employees other than myself.

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

Date: 6-28-12

By: Ray Ranz  
Signature

Company: California Civil Engineering Services LLC

Title: President

Attest:

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

Signature: \_\_\_\_\_

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

**ITEM 4-Exhibit B**

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and California Civil Engineering Services, LLC)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 24<sup>th</sup> day of April, 2013 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and California Civil Engineering Services, LLC, 6201 Glide Ave., Woodland Hills, CA 91367 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated April 8, 2013 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:  
  
3.3 “Expiration Date”: \_\_\_\_\_.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$65,000.00.

**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**

**“Consultant”**  
**California Civil Engineering Services, LLC**

By: \_\_\_\_\_  
*Fred Gaines, Mayor*

By: \_\_\_\_\_  
*Rahim Ranjkesh, Owner*

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

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

Attest:

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

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

Approved as to form:

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

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



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

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**DATE: APRIL 11, 2013**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR/CITY ENGINEER  
ANDREW BROZYNA, DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO INCREASE  
THE VALUE OF THE CONTRACT AGREEMENT WITH KOA  
CORPORATION FOR ON CALL PROFESSIONAL TRAFFIC  
ENGINEERING SERVICES**

**MEETING DATE: APRIL 24, 2013**

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**SUMMARY RECOMMENDATION:**

Staff recommends City Council amend the value of the contract agreement with KOA Corporation to a not to exceed amount of \$75,000 for Professional Traffic Engineering Services on an As-Needed Basis.

**BACKGROUND:**

On April 18, 2012 the City entered into an agreement with KOA Corporation (KOA) for a not to exceed amount of \$50,000 for professional traffic engineering services on an as-needed basis. Since contracting with the City, KOA has provided engineering design services for the City's Measure "R" funded projects.

Measure "R" is a Countywide 30 year ½ cent surcharge on sales tax that provides funding for necessary transportation improvement projects on major arterial roads within a maximum distance of ¾ of a mile from major freeways. The Los Angeles County Metropolitan Transportation Authority (Metro) administers the funding program and distributes approved allocations to the local agencies.

KOA is one of the leading traffic engineering and transportation planning and design firms in California. The company has provided engineering services not only for the City and public agencies in the local area but throughout California.

**DISCUSSION/ANALYSIS:**

During the past year, KOA has provided engineering services on Measure "R" funded work, in particular the Calabasas Road/ US 101 Interchange Project. The existing contract is reaching its not to exceed amount of \$50,000. To continue uninterrupted services and remain on project schedule, City staff is requesting to amend the not to exceed amount to \$75,000. It is estimated the requested increase will be sufficient to finalize the project plans and specification.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The increased cost of the contract modification in the amount of \$25,000 is already included in the Capital Improvement Project – Calabasas Road/ US 101 Interchange (40-339-6503-11) budget. This project is totally reimbursed by Measure "R" and no overrun condition is expected. Therefore, there is no fiscal impact, and the budget does not need to be modified at this time.

**REQUESTED ACTION:**

Staff recommends City Council amend the value of the contract agreement with KOA Corporation to a not to exceed amount of \$75,000 for Professional Traffic Engineering Services on an As-Needed Basis.

**ATTACHMENTS:**

Attachment A: Professional Services Agreement (City of Calabasas/ KOA Corporation)

Attachment B: Proposed Amendment No. 1



**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / *KOA Corporation*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Professional Traffic Engineering Services on an As-Needed Basis**.
- 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 **March 30, 2012** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in **March 30, 2012** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **April 18, 2012**.
- 3.4 "Expiration Date": **April 18, 2013**.

**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 Fifty Thousand Dollars (\$50,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the professional standards ordinarily exercised by members 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. Benjamin K.Chan, P.E. 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. Notwithstanding the foregoing, City acknowledges that any and all information produced by Consultant under this agreement, including plans, specifications, data, reports, construction documents or electronic files ("documents"), are instruments of professional service. Nevertheless, such documents will become the property of the City upon completion of work and payment in full of all monies due the Consultant. In the event City consents to, allows, authorizes or approves of changes to such documents, and these changes are not approved in writing by the Consultant, City recognizes that such changes and the results thereof are not the responsibility of the 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. Notwithstanding the foregoing, it is understood by both parties that the prevailing party shall be entitled to recover reasonable defense costs and attorney's fees only to the extent such legal expenses are part of prevailing party's damages as determined by a court of competent jurisdiction.

**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 Consultant's negligent acts, errors or omissions in 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 (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 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 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. A ten (10) day written notice to City shall apply to non-payment of premium. Consultant shall provide a thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.
- 11.8 The General Liability and Automobile Liability 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**

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

**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: **Andrew Brozyna**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*KOA Corporation*  
*1100 Corporate Center Dr.,*  
*Ste. 201*  
*Monterey Park, CA 91754*  
*Attn: Benjamin K. Chan, P.E.*  
Telephone: (323) 260-4703  
Facsimile: (323) 260-4705

Initials: (City) AB (Contractor) EC

With courtesy copy to:

Michael G. Colantuono, City Attorney  
Colantuono & Levin, PC  
11364 Pleasant Valley Rd.  
Penn Valley, CA 95946-9000  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

**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 thirty 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

Initials: (City) MBY (Contractor) ELK



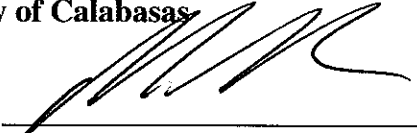
liable under this Agreement to any party other than Consultant.

- 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. Notwithstanding the foregoing, City agrees that the Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of City to furnish timely information or approve or disapprove of the Consultant's services or work product promptly, or delays caused by faulty performance by City or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, City agrees the Consultant is not responsible for liability related to the delays.

- 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. Notwithstanding the foregoing, it is understood by both parties that the prevailing party shall be entitled to recover reasonable defense costs and attorney's fees only to the extent such legal expenses are part of prevailing party's damages as determined by a court of competent jurisdiction.
- 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.

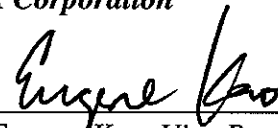
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Calabasas

201 By:   
Tony Corrales, City Manager

Date: 5/21/12

“Consultant”  
KOA Corporation

By:   
Eugene Kao, Vice President  
Los Angeles Operations

Date: May 7, 2012

By:   
Joel Falter, Chief Operating Officer

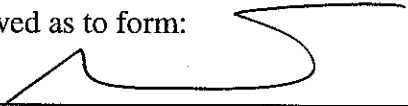
Date: May 7, 2012

Attest:

By:   
Robin Parker, Acting City Clerk

Date: 5-21-12

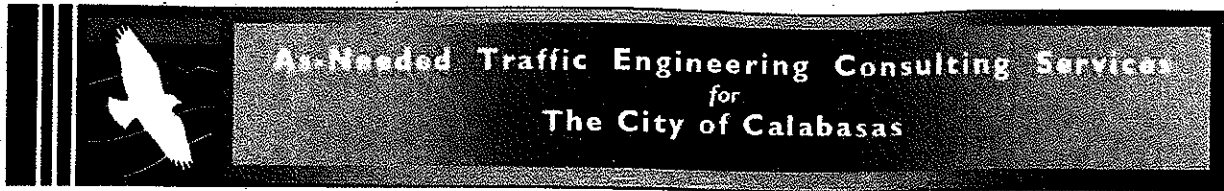
Approved as to form:

By:   
Michael G. Colantuono, City Attorney

Date: 5/14/12

EXHIBIT A  
SCOPE OF WORK

EXHIBIT A  
SCOPE OF WORK



**SECTION 2: KOA'S TYPICAL SCOPE OF WORK**


**PROJECT UNDERSTANDING**

The **KOA Team** understands that the City of Calabasas is seeking a highly qualified firm to provide professional traffic engineering services on an as-needed basis. Some examples of the traffic engineering services that can be provided by KOA involve a variety of municipal traffic engineering tasks, including, but not limited to:

- Work in conjunction with the City Manager, the Police Department, the Public Works Director, various City Commissions, and the public to address general questions related to traffic engineering.
- Prepare or review traffic studies for private development, stop sign warrants, traffic signal warrants, crosswalk installations and removals; flashing crosswalk installations, road closures, etc.
- Perform traffic signal timing, coordination/synchronization, and traffic system design.
- Review and approve traffic signal and striping plans submitted to the City.
- Evaluate issues pertaining to the California Vehicle Code, the California Streets and Highway Code, and the California Manual of Uniform Traffic Control Devices, and make recommendations.
- Analyze parking issues and recommend course(s) of action.
- Review and approve traffic control plans submitted to the City.
- Respond to traffic striping and marking questions raised by the public and/or City maintenance crews.
- Review proposed traffic calming measures and recommend an approach and a course of action.
- Prepare traffic control plans for City construction activities in the public right-of-way and for public events requiring lane closures.
- Attend City Council meetings, Transportation Commission meetings, and other public meetings as needed.
- Perform vehicle and pedestrian counts, and radar speed surveys.
- Investigate school zone signage installations
- Assist the City in preparation of grant applications for Safe Routes to School, Highway Safety Improvement Program and Highway for Life grants.
- Perform construction management and inspection.
- Assist City Staff in conducting community outreach and education of project specifics

We understand that the traffic engineering consultant firm(s) selected for these as-needed services must be able to demonstrate the following:

- A full comprehension of the work that the City requires.



**As-Needed Traffic Engineering Consulting Services**  
for  
**The City of Calabasas**

- A solid approach for carrying out the City's task orders in a timely and cost-effective manner.
- A qualified, experienced, and knowledgeable engineering staff, having past experience providing as-needed traffic engineering services, performing similar tasks.
- Demonstrated competence, conscientious, and responsiveness.
- Has past and current clients who are highly satisfied or pleased with the consultant's performance.
- Provides good value (quality service at a reasonable cost).

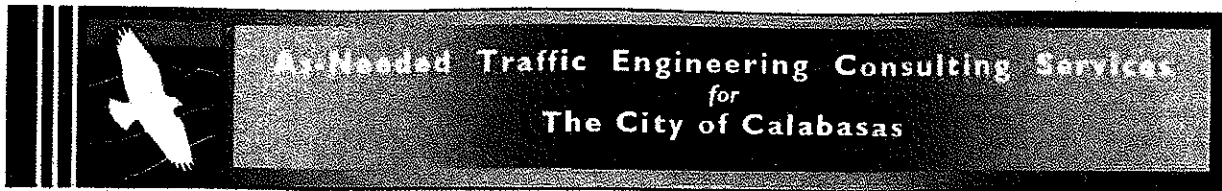
The **KOA Team** possesses all of these very important attributes, having the appropriate **background, experience, necessary resources, qualifications, integrity and dedication** to ensure that the **City's interests are well served.**

We understand that the City needs a firm that can be trusted to provide quality services with minimal supervision. Simply, it is our desire that the City's day-to-day operations will be alleviated by the assistance we provide with only minimal management by the City. The following describes our approach and scope of work to meet the City of Calabasas' needs and our ability to deliver such service.

#### **TYPICAL APPROACH TO TASK ORDERS**

Traffic issues impact the lives of residents, and so it is essential that the traffic engineering services provided to the City of Calabasas help the City maintain its interests and satisfy its obligation to protect the public with safe and responsible development and improvements. To assist the City with this important responsibility, we believe it is critical that a team comprised of experienced traffic engineers and transportation planners be part of the on-call team for the City of Calabasas. We have assembled an experienced team of principal and senior level transportation planners and engineers, whose day-to-day duties include reviewing plans, studies, and reports, and managing and overseeing the preparation of traffic studies and the design of a variety of traffic improvement projects. Our proposed team of highly qualified individuals has an **average of over 20 years of planning and engineering experience.**

**KOA Corporation (KOA)** is one of the largest specialized traffic engineering and transportation planning firms based in and serving the Southern California region. We have traffic engineers, civil engineers, and transportation planners who are experienced in preparing traffic impact studies, reviewing traffic studies, and designing traffic signal and signal coordination improvements. We are also very experienced and knowledgeable in a variety of other traffic engineering and planning disciplines including, but not limited to: traffic investigations/accident analysis, warrant studies, parking studies, pedestrian studies, travel demand forecasting and modeling, corridor analysis, neighborhood traffic management/traffic calming, traffic signal operations/timing plans, signing and striping plans, street lighting plans, worksite traffic control plans, detour plans, and parking lot design



KOA has experience providing on-call transportation planning and traffic engineering services for the County of Los Angeles, and many cities in Southern California, including the Cities of Culver City, Glendale, Glendora, Pomona, and West Hollywood. Our firm has a cadre of experienced, professional planners and engineers to assist the City in providing a wide variety of municipal traffic engineering services.

### **UNDERSTANDING OF THE WORK**

Without a specific project, KOA's project understanding and approach will be relatively general in nature. Gauging from our past project experience with cities in on-call contract situations, a typical project deliverable and outcome always involves agency review and consent. Generally, we would recommend to the City of Calabasas a four-step sign-off project approval process, including:

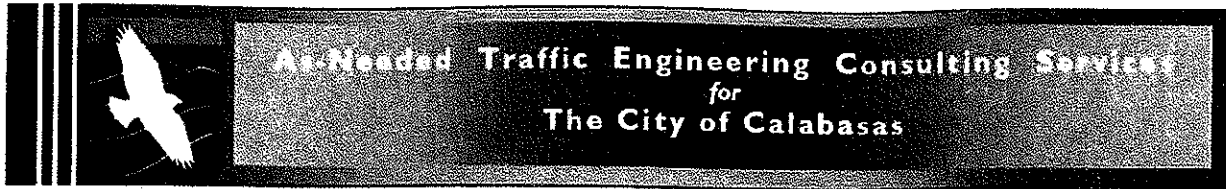
- Consensus on project goals and expectations
- Validation of background data and information to be used
- Concurrence on preliminary or conceptual plans
- Review and approval of the proposed design process and standards

This distinctive process will promote mutual understanding of the direction and expectations of the project outcome. It also provides checkpoints throughout production, and facilitates good communication.

The following paragraphs are provided as a general guideline, and describe a general technical approach for some of the tasks that KOA will be providing to the City.

#### *Approach to Pre-Design Coordination and Field Reviews*

- **Pre-Design Coordination**  
At the onset of the project, KOA will meet with the Calabasas project and engineering staff, as well as our own project team, to discuss the proposed plans, relevant issues, and current design standards. We will also obtain base plan information and information on existing roadway improvements for the subject location from existing as-built plans or other relevant sources.
- **Field Review**  
For projects taking place at existing highways and intersections, we will fully inspect each site in the field and carefully note information relevant to preparing plans. Physical street improvements, existing traffic signalization, underground or overhead utilities and obstructions, signing and striping, and other relevant items will be located in the field with sufficient precision to be shown accurately on the plan. All improvement information obtained from records would also be verified in the field in conjunction with this review.



### *Approach to Traffic Engineering Plans*

- **Traffic Signal Plan Preparation**

The KOA Team would prepare an intersection base plan at 1"=20' for each location. The base plan will show centerlines, right-of-way lines, relevant existing or proposed street improvements, utilities of record, and existing traffic controls and improvements. All existing traffic signal equipment will be inventoried in the field and shown on the base plan. Proposed new or modified facilities would be designed and shown on the drawing to create a complete traffic signal plan. Each plan will conform to Calabasas's design requirements, and would reference the latest edition of the Caltrans Standard Plans and Specifications, the Standard Plans (and Specifications) for Public Works Construction (Greenbook), or the appropriate public agency standards. The plan would be designed in the specific format required or requested in order to obtain plan approval. The plan would include all notes, schedules, and other features required to show future conditions completely and properly. The plans and specifications would include any special design features that are routinely used by the City at all signalized intersections.

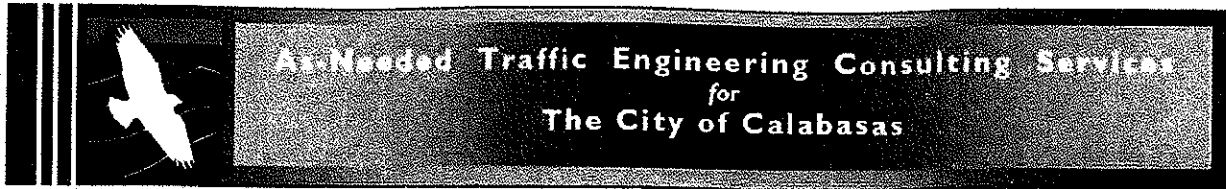
- **Signing and Striping Plans**

If striping work required for a location is minor, e.g. limited to relocation of crosswalks and adjustment of existing lane lines, we would identify the need to revise striping and show the required changes on the signal plan. Separate signing and striping plans would not be required. If it is determined that separate signing and striping plans will be required, they would be prepared showing the affected area and all affected traffic stripes. The plans would show the location of all existing and proposed traffic stripes and markings and the proper disposition of all affected existing signs, striping, and markings. Any work required to transition the proposed stripes to join with existing stripes on intersection approaches would also be provided. The final signing and striping plans would be prepared for final plotting on D-sized sheets at 1" = 40'.

- **Work Area Traffic Control Plans**

We would prepare detour base plans at 1"=40' for the project location and review them in the field for accuracy. Each plan sheet would be 24" x 36" and would normally show up to 2,000' of roadway with relevant curb lines, medians, striping, signing, and work zones. These base drawings may be used more than once, based upon the number of construction phases. The design, legend, and location of all work area signs, barricades, and necessary additional traffic controls would be designated and placed on the plan sheets. In addition, general notes applying to construction traffic control, a plan legend, and plan border information would be placed on each project sheet. The plans would be prepared to conform to the general requirements of Calabasas and other government agencies where the work is being performed, with consideration for the needs of the Contractor's construction operations.





#### *Approach to Project Specifications and Construction Cost Estimates*

- **Specifications**

KOA would prepare complete special provisions relating to street and drainage improvements, traffic signals, and signing & striping work. We would collect a recent version of the applicable typical special provisions used and preferred by the appropriate jurisdiction(s) where the project is located. We would also obtain specifications for specialty items, such as video detection or storm water filtration devices, etc., if the project includes these devices. We would contact manufacturers to obtain product specifications for the desired equipment, and these specifications can be written in generic form if product names cannot be used in specifications for projects using Federal or State funds. The KOA Team will generally closely review all construction documents to insure that they are complete and may propose revisions in areas where construction contract change orders most frequently occur.

- **Cost Estimates**

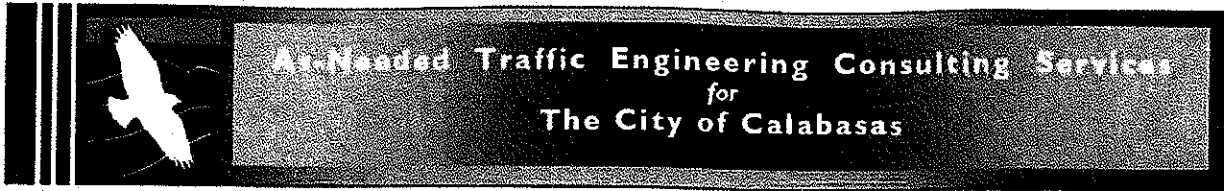
When determining estimates of probable construction costs, one of the key factors is the assumed unit prices for each bid item. We usually rely on recent bid price histories to determine an appropriate unit price. We will take into consideration the relative quantities of each bid item to decide upon appropriate unit prices. For example, if the proposed quantity of a particular bid item is relative small, then we will tend to use a higher unit price. Conversely, if the proposed quantity is relative large, then we will probably use a lower unit price, where "economies of scale" can be realized in the contractors' bids. If there is a lack of adequate bid price history for a particular bid item that may have a significant impact on the overall project cost, we will research or contact a vendor to get an appropriate cost estimate.

#### *Approach to Transportation Planning Projects*

This section illustrates how KOA would undertake a typical traffic/parking-oriented transportation planning project. This type of approach would be used to satisfy all City requirements for addressing the issues centered around the development of a new project whether it is a biking facility, traffic calming project, parking study, or any of a wide variety of transportation-related improvements. Depending on the type of assignment, many of the steps would be the same; only the attributes of the data collected and type of analysis would be different.

At the initiation of the project, KOA refines the project scope and approach based on discussions with clients or governmental agencies with jurisdiction over the project and collects any additional specific study requirements prior to traffic data collection. KOA then finalizes the issues to be studied as well as the methodology for analytical assumptions and potential related projects.

Fieldwork within the project study area, at the study intersections and on roadway segments includes collecting signing and striping, roadway geometry, type of traffic operations at intersections, surrounding



land uses and availability of on-street parking. KOA would summarize the traffic or parking data collection, traffic or parking demand forecasts, and recommendations following guidelines set by the City for review.

Finally, KOA would produce a standalone report that provides recommendations for the project assignment. The report would include the appropriate maps showing the study area, study intersections, study roadways, parking areas and all calculations and analyses. We would respond to comments received from staff or the public at a public hearing.

In addition, depending on the assignment or type of project, the KOA Team would conduct community workshops and outreach programs with stakeholders, community representatives, elected officials and Calabasas representatives.

***Assurance of Timely Project Delivery***

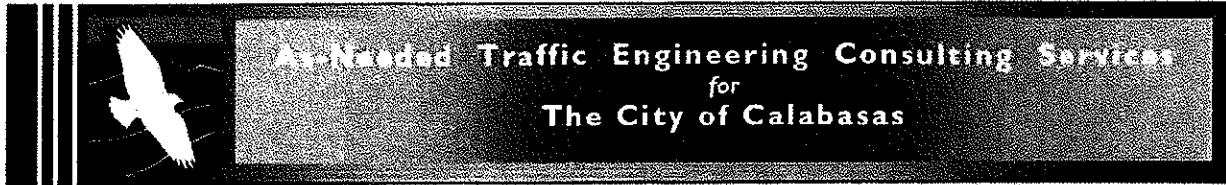
Timely project delivery is important to KOA. Once KOA accepts a task order from the City, we will make all reasonable efforts and take the appropriate measures within our means to ensure that sufficient staffing resources are available to handle the task order. KOA will communicate on a regular basis with the City regarding project matters and will notify the City of any anticipated difficulties, issues, or concerns. As needed, we will meet with City staff at key milestones to discuss project status and deliverables, and resolve any project issues.

If there should ever be a need to ensure the quality of service and that appropriate resources are provided to the City, Eugene Kao, P.E., who is a Vice-President of KOA Corporation, has the capability and authority to reallocate resources within the company to achieve the required results.

In summary, it is our goal to provide the City with a high level of responsiveness, experience, quality service and proactivity; so that the City is assured that KOA will uphold the City's best interests.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

EXHIBIT B  
APPROVED FEE SCHEDULE



**SECTION 6: BILLING RATES**

**BILLING RATES for 2012**

As of January 1, 2012 thru December 31, 2012

EMPLOYEE TITLE	RATE
Project Manager (Senior Engineer)	\$ 160.00
Senior Designer I	\$ 185.00
Senior Designer II	\$ 155.00
Senior Planner I	\$ 185.00
Senior Planner II	\$ 155.00
Associate Engineer I	\$ 125.00
Associate Engineer II	\$ 100.00
Associate Planner I	\$ 125.00
Associate Planner II	\$ 100.00
Associate Designer I	\$ 100.00
Associate Designer II	\$ 80.00
Assistant Engineer I	\$ 100.00
Assistant Engineer II	\$ 80.00
Assistant Planner I	\$ 90.00
Assistant Planner II	\$ 70.00
Assistant Designer I	\$ 80.00
Assistant Designer II	\$ 60.00
Technician I	\$ 75.00
Technician II	\$ 55.00
Administrative Assistant I	\$ 75.00
Administrative Assistant II	\$ 55.00
Intern	\$ 50.00

**General Provisions:**

Telephone, equipment, and fax are included in the above hourly costs. Direct expenses including blacklining, commercial CAD plotting, subconsultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal. Mileage is charged at the federally allowed rate.

Annual adjustments in these fees of approximately 5% will occur on January 1 of each calendar year.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2012

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

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

<b>PRODUCER</b> Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	<b>CONTACT NAME:</b> Marie Swaney	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> mswaney@insdra.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Co of A		25674
<b>INSURER B:</b> Travelers Indemnity Co. of Connecti		25682
<b>INSURER C:</b> American Automobile Ins. Co.		
<b>INSURER D:</b> ACE American Insurance Company		22667
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES**                                      **CERTIFICATE NUMBER: 2045979263**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	Y	Y	6802075L840	3/13/2012	3/13/2013	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y		BA2A439568	3/13/2012	3/13/2013	
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<b>UMBRELLA LIAB</b>	Y	Y	CJP6464Y033	3/13/2012	3/13/2013	
	<input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$4,000,000
	<input type="checkbox"/> OCCUR						AGGREGATE \$4,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$0						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y		WZP80995936	9/19/2011	9/19/2012	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			G23631684007	3/13/2012	3/13/2013	\$2,000,000 Per Claim \$2,000,000 Annual Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
General Liability excludes claims arising out of the performance of professional services. Umbrella Policy is follow-form to underlying GL/AUTO/Employers Liability policies

RE: MB21040 Calabasas On - Call -- \*The City of Calabasas, its officers, agents employees and volunteers are named as additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per contract or agreement. NOTE: Primary and non-contributory wording and waivers of subrogation apply per policy endorsement forms attached.

<b>CERTIFICATE HOLDER</b>  City of Calabasas Attention: Andrew Brozyna 100 Civic Center Way Calabasas CA 91302	<b>CANCELLATION 30 Day/10 Day for Non-Paymnt of Prem</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### NAME OF PERSON(S) OR ORGANIZATION(S):

City of Calabasas  
Attention: Andrew Brozyna  
100 Civic Center Way  
Calabasas CA 91302

#### PROJECT/LOCATION OF COVERED OPERATIONS:

\*The City of Calabasas, its officers, agents employees and volunteers  
-- RE: MB21040 Calabasas On - Call

#### PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
  - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

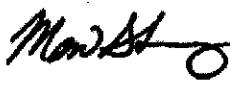
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/8/2012	Countersigned By:
Named Insured: KOA Corporation	 (Authorized Representative)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> *The City of Calabasas, its officers, agents employees and volunteers -- RE: MB21040 Calabasas On - Call
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

**If the following information is not complete, refer to the appropriate Schedule attached to the policy.**

Insured: KOA Corporation

Policy Number WZP80995936

Producer: Dealey, Renton & Associates

Effective Date 5/8/2012

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**Schedule**

**Person or Organization**

City of Calabasas  
Attention: Andrew Brozyna  
100 Civic Center Way  
Calabasas CA 91302

**Job Description**

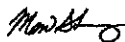
\*The City of Calabasas, its officers,  
agents employees and volunteers -- RE:  
MB21040 Calabasas On - Call

**Additional Premium %**

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

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

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



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Authorized Representative

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

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 15th day of April, 2013 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and KOA Corporation, 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated April 15, 2013 in the following fashion:

- A. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1— Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.~~
- B. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2— Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:
- 3.3 “Expiration Date”: June 30, 2015.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$75,000.

**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: \_\_\_\_\_  
Fred Gaines, Mayor

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

**“Consultant”**  
**KOA Corporation**

By: \_\_\_\_\_  
Eugene Kao, Vice President

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

By: \_\_\_\_\_  
Joel Falter, Chief Operating Officer

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

Attest:

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

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

Approved as to form:

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

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



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

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**DATE: APRIL 24, 2013**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., CITY ENGINEER  
 STEVE BALL, LANDSCAPE MANAGER**

**SUBJECT: AUTHORIZATION TO APPROVE A NOTICE OF COMPLETION FOR SPECIFICATION 07-08-12, WEED ABATEMENT/FUEL REDUCTION FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS**

**MEETING DATE: APRIL 24, 2013**

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**SUMMARY RECOMMENDATION:**

Recommend approval to request the City Clerk to file a Notice of Completion for Specification 07-08-12, Weed Abatement/Fuel Reduction for Fire Safety within the City of Calabasas.

**BACKGROUND:**

The contract for Specification 07-08-12 was approved for two (2) years, with the possibility of three (3) one year extensions, at the discretion of the City, which were authorized.

**DISCUSSION/ANALYSIS:**

The work specified in this contract has ended. A Notice of Completion for the completed contract must be filed with the County Recorder's office in order to release the contract bonds.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None.

**REQUESTED ACTION:**

Recommend approval to request the City Clerk to file a Notice of Completion for Specification 07-08-12, Weed Abatement/Fuel Reduction for Fire Safety within the City of Calabasas.

**ATTACHMENTS:**

Notice of Completion.

WHEN RECORDED MAIL TO:

City of Calabasas  
City Clerk's Office  
100 Civic Center Way  
Calabasas, CA 91302

Exempt from Recording Fees pursuant to  
Govt. Code Section 27383 - Benefits City

Space Above This Line For Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

- 1. The City of Calabasas, a municipal corporation, is the owner in fee of a certain public improvement known as: Weed Abatement/Fuel Reduction for Fire Safety with the City of Calabasas (Specification No. 07-08-12).
- 2. The City's address is: 100 Civic Center Way, Calabasas, California 91302-3172.
- 3. The general location of said improvement is: Within the City of Calabasas.
- 4. On April 2, 2008, an award of contract of said public improvement was awarded to Absolute.
- 5. Work under said contract was completed on June 30, 2012, to the satisfaction of the City Landscape Manager, and was accepted by the City.

State of California            )  
 County of Los Angeles    ) §  
 City of Calabasas         )

I have read the foregoing Notice of Completion and know its contents. I am the City Clerk of the City of Calabasas and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

\_\_\_\_\_  
Date



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

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**DATE: APRIL 16, 2013**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: PRESENTATION BY THE LAS VIRGENES WATER DISTRICT  
REGARDING THE PROPOSED SOLAR POWER GENERATION PROJECT  
- RANCHO LAS VIRGENES**

**MEETING DATE: APRIL 24, 2013**

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**SUMMARY RECOMMENDATION:**

That the Council receive and file this report.

**BACKGROUND:**

The Las Virgenes Water District is proposing to construct a solar power generation facility on their Rancho Las Virgenes property. Staff from the District will provide a power point presentation regarding the proposal.

**REQUESTED ACTION:**

That the Council receive and file this report.



*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** APRIL 15, 2013

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MICHAEL KLEIN, PLANNER *Michael Klein*

**SUBJECT:** ANNUAL UPDATE OF THE CITY'S TOBACCO RETAILER REGISTRATION PROGRAM.

**MEETING DATE:** APRIL 24, 2012

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council review the annual report and provide direction to staff.

**BACKGROUND:**

Adoption of Ordinance No. 2009-259 (Chapter 5.18 of the Calabasas Municipal Code) requires all tobacco retailers to be registered with the City in order to sell tobacco products. The Ordinance took effect on July 10, 2009. Registration is required annually, and there is no fee involved. It is unlawful for any retailer to sell tobacco products without current registration. In addition to requiring a valid registration, the ordinance prohibits retailers from selling tobacco products to minors (consistent with state law). The ordinance establishes policies and procedures for the regular monitoring of tobacco retailers by the City and Sheriff's Department, including the use of minors for sting operations. Any retailer who is found to be in violation of the ordinance and state law prohibiting the sale of tobacco to minors will be fined a minimum of \$1,000 and will have their



registration (and, thus, their right to sell tobacco) revoked for a specified period of time.

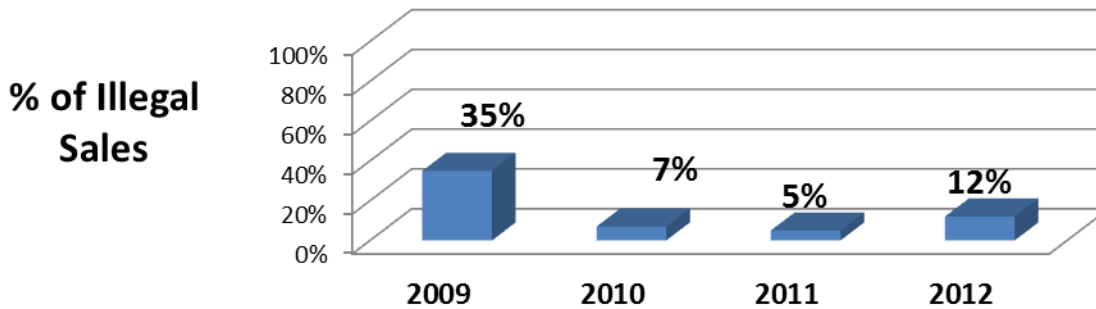
Section 5.18.130(H) of the CMC requires the City Manager to give an annual report to the City Council regarding the enforcement of this ordinance. The report shall include: (i) the number of tobacco retailers found to have violated this chapter; (ii) the number of enforcement actions taken with respect to each tobacco retailer under Section 5.18.100, (iii) the cost to the city of enforcement of this chapter, and (iv) whether additional enforcement funds are needed and, if so, whether he or she recommends those funds be derived from the City's General Fund, fees imposed for the issuance of registrations under this chapter, or the proceeds of fines and penalties paid to the city under this chapter.

**DISCUSSION/ANALYSIS:**

In accordance with the requirements of Section 5.18.100 of the CMC, the Los Angeles County Sheriff's Department conducted three tobacco sting operations during 2012. In 2012, five retailers were caught selling tobacco products to the minor decoys, Ralphs (4754 Commons Way), Oak Shell (22295 Mulholland Highway), 7-Eleven (4919 Las Virgenes Road), Shell Gas Station (4831 Las Virgenes Road) and Tobacco Royale (26500 Agoura Road, Suite 101). As result, the illegal sale rate of tobacco increased from five percent (5%) in 2011 to twelve percent (12%) in 2012 (see table below). An appeal was filed and granted for the Shell Gas Station on Las Virgenes Road and Tobacco Royale, the other three (3) retailers had their registration revoked.

<b>Date of sting operation</b>	<b>No. of retailers targeted</b>	<b>No. of retailers that sold to minors</b>	<b>% of retailers engaged in illegal sales</b>
3-30-12	14	3	21%
8-16-12	14	1	7%
12-5-12	14	1	7%
<b>Total:</b>	<b>41</b>	<b>2</b>	<b>12%</b>

# Illegal Sale Rate of Tobacco in Calabasas



Note: the illegal sale rate of tobacco is based on sales transactions made during official sting operations only.

The administration costs associated with registration under this ordinance are minimal. Staff sends a notice and registration form once a year to each retailer for them to renew their registration. This requires minimal staff time because there are only a handful of retailers. Tobacco sting operations are part of the City's contract with the LA County Sheriff's department and do not require additional funds to be conducted. The City does incur additional costs associated with staff time to process the revocation of a retailer's registration, as well as processing appeals when a retailer engages an attorney to challenge the revocation.

## DISCUSSION OF ORDINANCE MODIFICATIONS:

Based on the foregoing information it is evident that the current ordinance has been successful at reducing the sale of tobacco products to minors. Staff has identified the following modifications which would maintain the effectiveness of the ordinance:

1. The number of appeals of the Hearing Officer's decision continues to grow. This past year, four (4) out of the five (5) non-compliant retailers filed an appeal, and two (2) of those appeals were granted. Because the ordinance mandates that a retailer's registration shall be revoked for three (3) months upon the first violation, retailers are likely to appeal in order to avoid such a long revocation period. Considering there is no appeal fee, there is little to no risk for the retailer to file an appeal. However, if there is a fee to appeal and the Hearing Officer has some discretion in setting the revocation period, retailers may be less likely to appeal. As a result, staff recommends that the Council consider revising the ordinance to give the Hearing Officer discretion in setting the time limit of revocations and establishing an appeal fee.

2. Violations of the tobacco retailer registration ordinance are subject to a civil action brought by the city prosecutor or city attorney, punishable by a civil fine of \$1,000. To date there have been no violations so egregious that the city prosecutor recommends pursuing a civil action, especially since the fees to process such claims far exceed \$1,000. Staff recommends that the ordinance be revised to either eliminate this fine, establish a fee to re-instate a revoked registration or rely on the above mentioned appeal fee as a method of cost recovery.

**REQUESTED ACTION:**

Staff recommends that the City Council review the annual report and provide direction to staff.

**ATTACHMENTS:**

Attachment A - Tobacco Retailer Status Sheet



## CITY of CALABASAS

## Tobacco Retailer Status Sheet

No. of violations cumulative since date of Ordinance No. 2009-259 (July 10, 2009):

Retailer	Address	Current Registration	No. of Violations	Appeals
LAS VIRGENES MOBIL	4830 LAS VIRGENES RD	yes	0	n/a
<b>RITE-AID #6327</b>	<b>4710 COMMONS WAY</b>	<b>yes</b>	<b>1</b>	<b>no</b>
CALABASAS MOBIL	24025 CALABASAS RD	yes	0	n/a
<b>OAK SHELL</b>	<b>22295 MULHOLLAND HWY</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
HILTON GARDEN INN CALABASAS	24150 PARK SORRENTO	yes	0	n/a
<b>RALPHS #205</b>	<b>4754 COMMONS WAY</b>	<b>yes</b>	<b>2</b>	<b>no</b>
GELSON'S MARKETS	22277 MULHOLLAND HWY	yes	0	n/a
<b>CALABASAS UNOCAL CORPORATION</b>	<b>24115 CALABASAS RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>MAC CHEVRON</b>	<b>4807 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>7-ELEVEN STORE</b>	<b>4919 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>VENTORO PRIMA GAS</b>	<b>4831 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
VILLAGE MARKET ALBERTSONS	5657 LAS VIRGENES RD	yes	0	n/a
SUPERMARKET	26521 AGOURA RD	yes	0	n/a
<b>TOBACCO ROYALE</b>	<b>26500 AGOURA RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
MALIBU LIQUOR & WINE CELLAR INC.	4937 LAS VIRGENES RD	yes	0	n/a

As of January 2013



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 4/1/2013 to 4/10/2013

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
83748	4/10/2013	IPMA	HR MEMBER DUES - 2013	379.00	Administrative Services
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	68.41	Administrative Services
83694	4/3/2013	PARKER/ROBIN//	REORG 2013- DINNER	60.00	Administrative Services
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	24.00	Administrative Services
<b>Total Amount for 4 Line Item(s) from Administrative Services</b>				<b>\$531.41</b>	
<b>City Attorney</b>					
83675	4/3/2013	HOPKINS & CARLEY	LEGAL SERVICES	270.00	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$270.00</b>	
<b>City Council</b>					
83658	4/3/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- REORG 2013	2,649.00	City Council
83714	4/3/2013	VIEWPOINT EDUCATIONAL	30TH ANNUAL GALA	600.00	City Council
83714	4/3/2013	VIEWPOINT EDUCATIONAL	30TH ANNUAL GALA	300.00	City Council
83714	4/3/2013	VIEWPOINT EDUCATIONAL	30TH ANNUAL GALA	300.00	City Council
83650	4/3/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- REORG 2013	239.70	City Council
83741	4/10/2013	CR PRINT	LETTERHEAD	112.27	City Council
83741	4/10/2013	CR PRINT	BUSINESS CARDS	109.55	City Council
83791	4/10/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	101.07	City Council
83662	4/3/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER LUNCHEON	35.00	City Council
83662	4/3/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER LUNCHEON	35.00	City Council
83662	4/3/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER LUNCHEON	35.00	City Council
83791	4/10/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	23.70	City Council
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	5.00	City Council
<b>Total Amount for 13 Line Item(s) from City Council</b>				<b>\$4,545.29</b>	
<b>City Management</b>					
83714	4/3/2013	VIEWPOINT EDUCATIONAL	30TH ANNUAL GALA	600.00	City Management
<b>Total Amount for 1 Line Item(s) from City Management</b>				<b>\$600.00</b>	
<b>Civic Center O&amp;M</b>					



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 4/1/2013 to 4/10/2013

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,176.06	Civic Center O&M
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,854.83	Civic Center O&M
83767	4/10/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
83767	4/10/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
83793	4/10/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	842.50	Civic Center O&M
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	798.06	Civic Center O&M
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	736.67	Civic Center O&M
83793	4/10/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	566.23	Civic Center O&M
83738	4/10/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
83738	4/10/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
83745	4/10/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 2013	500.00	Civic Center O&M
83745	4/10/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 2013	250.00	Civic Center O&M
83774	4/10/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
83774	4/10/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M
83793	4/10/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	-15.45	Civic Center O&M
83793	4/10/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	-15.47	Civic Center O&M

**Total Amount for 18 Line Item(s) from Civic Center O&M**

**\$17,170.59**

**Community Development**

83718	4/3/2013	WILLDAN ASSOCIATES INC.	BLDG & SAFETY SERVICES- FEB 13	7,255.24	Community Development
83685	4/3/2013	MAUCH/KEVIN//	HEARING OFFICER	187.50	Community Development
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	100.98	Community Development
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	16.00	Community Development
83679	4/3/2013	L.A. CO. ASSESSOR	MAPS AND POSTAGE	5.49	Community Development

**Total Amount for 5 Line Item(s) from Community Development**

**\$7,565.21**

**Community Services**

83702	4/3/2013	SCORE SPORTS	BASKETBALL PROGRAM SUPPLIES	5,392.44	Community Services
83726	4/10/2013	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	4,657.32	Community Services
83708	4/3/2013	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	3,980.20	Community Services
83663	4/3/2013	CALABASAS COUNTRY CLUB	SAVVY SENIOR LUNCHEON	3,500.00	Community Services
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,409.89	Community Services
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,409.89	Community Services



# Check Register Report

Bank: BANK OF AMERICA - OPERATING

Reporting Period: 4/1/2013 to 4/10/2013

Date: 4/15/2013

Time: 6:24:13PM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83754	4/10/2013	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	3,080.00	Community Services
83754	4/10/2013	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	2,863.00	Community Services
83729	4/10/2013	AUDICK/PATRICIA//	RECREATION INSTRUCTOR	2,361.60	Community Services
83794	4/10/2013	WE-VOC ENTERTAINMENT, INC.	ENTERTAINMENT- CONCERT	1,500.00	Community Services
83693	4/3/2013	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	1,468.00	Community Services
83728	4/10/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- CONCERT	1,400.00	Community Services
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,336.06	Community Services
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,146.55	Community Services
83746	4/10/2013	FRESHI FILMS	RECREATION INSTRUCTOR	892.23	Community Services
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	564.30	Community Services
83776	4/10/2013	SHALEV/ ALINA//	RECREATION INSTRUCTOR	543.90	Community Services
83686	4/3/2013	MCCLINTOCK/MARGARET//	RECREATION INSTRUCTOR	511.00	Community Services
83705	4/3/2013	SPORTS N MORE	RECREATION INSTRUCTOR	504.00	Community Services
83719	4/3/2013	YEEOPP/BETTY//	RECREATION INSTRUCTOR	504.00	Community Services
83681	4/3/2013	LA BASH/ TED//	RECREATION INSTRUCTOR	493.68	Community Services
83727	4/10/2013	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	475.30	Community Services
83778	4/10/2013	SILVA/ANDREW//	BASKETBALL/OFFICIAL/SCORER	440.00	Community Services
83774	4/10/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
83722	4/10/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- EGG HUNT	367.15	Community Services
83773	4/10/2013	SCORE SPORTS	BASKETBALL PROGRAM SUPPLIES	360.72	Community Services
83673	4/3/2013	GESAS/HELAIN E W.//	RECREATION INSTRUCTOR	330.40	Community Services
83754	4/10/2013	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	308.00	Community Services
83730	4/10/2013	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- GRAPE ARB	305.50	Community Services
83757	4/10/2013	MONEY MAILER	ADVERTISING- ARTS FESTIVAL	290.00	Community Services
83747	4/10/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	271.09	Community Services
83715	4/3/2013	WAYNE/TARYN//	RECREATION INSTRUCTOR	262.40	Community Services
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	238.75	Community Services
83749	4/10/2013	JAM FIRE PROTECTION	ANNUAL SERVICE- DE ANZA	225.00	Community Services
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	218.75	Community Services
83761	4/10/2013	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR	203.70	Community Services
83697	4/3/2013	PIXEL PIX DIGITAL PHOTOGRAPHY	PHOTO SERVICES- EGG HUNT	200.00	Community Services
83721	4/10/2013	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	200.00	Community Services
83796	4/10/2013	WILHELM/LANA//	REIMB MILEAGE - JAN-MAR 2013	169.45	Community Services
83667	4/3/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	130.00	Community Services
83642	4/1/2013	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	125.00	Community Services
83699	4/3/2013	R AND R PRINTERS	ENROLLMENT FORMS	120.86	Community Services
83775	4/10/2013	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	118.30	Community Services



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83749	4/10/2013	JAM FIRE PROTECTION	ANNUAL SERVICE- CREEKSIDE	116.07	Community Services
83676	4/3/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	99.79	Community Services
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	96.28	Community Services
83787	4/10/2013	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
83765	4/10/2013	PORTARO/SAL//	BASKETBALL/OFFICIAL/SCORER	70.00	Community Services
83638	4/1/2013	ANAYA/FELIPE//	REIMB MILEAGE - APR-JUN 09	51.77	Community Services
83749	4/10/2013	JAM FIRE PROTECTION	SEMI ANNUAL SERVICE- CREEKSIDE	39.13	Community Services
83710	4/3/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	6.60	Community Services
<b>Total Amount for 52 Line Item(s) from Community Services</b>				<b>\$49,878.69</b>	
<b>Finance</b>					
83723	4/10/2013	ADP, INC	PAYROLL PROCESSING	2,998.45	Finance
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	28.38	Finance
<b>Total Amount for 2 Line Item(s) from Finance</b>				<b>\$3,026.83</b>	
<b>Klubhouse Preschool</b>					
83676	4/3/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	271.09	Klubhouse Preschool
83749	4/10/2013	JAM FIRE PROTECTION	ANNUAL SERVICE- CREEKSIDE	270.82	Klubhouse Preschool
83791	4/10/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	230.19	Klubhouse Preschool
83749	4/10/2013	JAM FIRE PROTECTION	SEMI ANNUAL SERVICE- CREEKSIDE	91.30	Klubhouse Preschool
83774	4/10/2013	SECURAL SECURITY CORP	ALARM RESPONSE- CREEKSIDE	54.00	Klubhouse Preschool
83710	4/3/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
83676	4/3/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	42.77	Klubhouse Preschool
83655	4/3/2013	ARROWHEAD	WATER SERVICE	19.93	Klubhouse Preschool
<b>Total Amount for 8 Line Item(s) from Klubhouse Preschool</b>				<b>\$1,032.60</b>	
<b>Library</b>					
83735	4/10/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	1,078.07	Library
83735	4/10/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	846.83	Library
83735	4/10/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB10107	832.50	Library
83766	4/10/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 13	776.06	Library
83735	4/10/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	540.01	Library
83664	4/3/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	441.07	Library





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83731	4/10/2013	BAKER & TAYLOR	BOOKS-LIBRARY	382.93	Library
83735	4/10/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	263.61	Library
83731	4/10/2013	BAKER & TAYLOR	BOOKS-LIBRARY	223.66	Library
83731	4/10/2013	BAKER & TAYLOR	BOOKS-LIBRARY	219.54	Library
83795	4/10/2013	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
83731	4/10/2013	BAKER & TAYLOR	BOOKS-LIBRARY	130.81	Library
83720	4/10/2013	3M	LIBRARY SUPPLIES	72.02	Library
83769	4/10/2013	RANDOM HOUSE, INC.	BOOKS ON CD	69.54	Library
83769	4/10/2013	RANDOM HOUSE, INC.	BOOKS ON CD	38.86	Library
83664	4/3/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	16.20	Library
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	12.00	Library
83731	4/10/2013	BAKER & TAYLOR	BOOKS-LIBRARY	11.12	Library
<b>Total Amount for 18 Line Item(s) from Library</b>				<b>\$6,134.83</b>	

## LMD #22

83711	4/3/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,999.82	LMD #22
83711	4/3/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,800.00	LMD #22
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,628.82	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,426.25	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,074.00	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	945.29	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	905.00	LMD #22
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	657.93	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	638.97	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	538.86	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	404.59	LMD #22
83711	4/3/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	360.00	LMD #22
83711	4/3/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	276.40	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	259.09	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	248.00	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	228.00	LMD #22
83711	4/3/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	222.00	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	214.50	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	208.77	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	149.18	LMD #22



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83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	148.17	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	99.52	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	87.10	LMD #22
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	76.00	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	64.42	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	63.98	LMD #22
83766	4/10/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 13	60.40	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.22	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	36.58	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	33.77	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.12	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.83	LMD #22
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.68	LMD #22
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.23	LMD #22
<b>Total Amount for 35 Line Item(s) from LMD #22</b>				<b>\$24,867.49</b>	

**LMD #24**

83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	4,970.00	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	2,030.00	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,334.73	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,145.00	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	405.00	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	405.00	LMD #24
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	405.00	LMD #24
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	169.62	LMD #24
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1.07	LMD #24
<b>Total Amount for 10 Line Item(s) from LMD #24</b>				<b>\$15,618.66</b>	

**LMD #27**

83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	3,795.00	LMD #27
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	2,200.00	LMD #27
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	305.83	LMD #27
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.92	LMD #27



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<b>Total Amount for 5 Line Item(s) from LMD #27</b>				<b>\$7,413.89</b>	
<b><u>LMD #32</u></b>					
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.70	LMD #32
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	1,780.00	LMD #32
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	1,220.00	LMD #32
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	505.65	LMD #32
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	51.51	LMD #32
<b>Total Amount for 5 Line Item(s) from LMD #32</b>				<b>\$5,357.86</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,175.42	LMD 22 - Common Benefit Area
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,484.74	LMD 22 - Common Benefit Area
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,174.51	LMD 22 - Common Benefit Area
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,092.00	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,308.53	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,261.67	LMD 22 - Common Benefit Area
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	774.00	LMD 22 - Common Benefit Area
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	745.13	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	663.97	LMD 22 - Common Benefit Area
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	570.00	LMD 22 - Common Benefit Area
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	349.37	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	320.89	LMD 22 - Common Benefit Area
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	251.38	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	248.37	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	232.87	LMD 22 - Common Benefit Area
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	199.00	LMD 22 - Common Benefit Area
<b>Total Amount for 16 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$30,851.85</b>	
<b><u>Media Operations</u></b>					
83779	4/10/2013	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	5,660.00	Media Operations
83751	4/10/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	1,926.42	Media Operations
83656	4/3/2013	AT&T	TELEPHONE SERVICE	1,483.60	Media Operations
83717	4/3/2013	WEBROOT SOFTWARE	WEBROOT PROTECTION	852.54	Media Operations



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83677	4/3/2013	INTERNET SPECIALTIES WEST	T-1 LINE MONTHLY FEE	484.53	Media Operations
83783	4/10/2013	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	450.00	Media Operations
83687	4/3/2013	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
83691	4/3/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
83759	4/10/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
83759	4/10/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
83759	4/10/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	155.13	Media Operations
83791	4/10/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	42.48	Media Operations
83791	4/10/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	39.13	Media Operations
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	12.21	Media Operations
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	6.53	Media Operations
<b>Total Amount for 16 Line Item(s) from Media Operations</b>				<b>\$12,245.27</b>	

## Non-Departmental - Finance

83774	4/10/2013	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental - Finance
83798	4/10/2013	WILLDAN ASSOCIATES INC.	HOUSING REHAB SERVICES	855.00	Non-Departmental - Finance
83736	4/10/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental - Finance
83665	4/3/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental - Finance
83671	4/3/2013	GALLERY SYSTEMS ART DISPLAY	ART WORK TRACK/HOOKS	313.06	Non-Departmental - Finance
83764	4/10/2013	PITNEY BOWES INC.	POSTAGE METER LEASE	282.42	Non-Departmental - Finance
83668	4/3/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	33.41	Non-Departmental - Finance
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	5.00	Non-Departmental - Finance
<b>Total Amount for 8 Line Item(s) from Non-Departmental - Finance</b>				<b>\$5,556.65</b>	

## Payroll

83766	4/10/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 13	10,002.78	Payroll
83645	4/2/2013	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
83646	4/2/2013	HILL/BOB//	HEALTH INS REIMB (RETIREE)	1,609.44	Payroll
83649	4/2/2013	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	1,385.22	Payroll
83647	4/2/2013	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	1,385.22	Payroll
83643	4/2/2013	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	1,385.22	Payroll
83644	4/2/2013	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	1,222.92	Payroll
83660	4/3/2013	BERGMAN/ERIC//	REISSUE LOST PR CHECK	140.32	Payroll



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<b>Total Amount for 8 Line Item(s) from Payroll</b>				<b>\$19,196.62</b>	
<b><u>Police / Fire / Safety</u></b>					
83680	4/3/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2013	336,316.69	Police / Fire / Safety
83680	4/3/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2013	13,825.40	Police / Fire / Safety
83680	4/3/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	6,193.49	Police / Fire / Safety
83752	4/10/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	3,303.34	Police / Fire / Safety
83752	4/10/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,791.96	Police / Fire / Safety
83752	4/10/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	724.80	Police / Fire / Safety
83680	4/3/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	229.06	Police / Fire / Safety
83781	4/10/2013	SOUTHERN CALIFORNIA RADAR	LASER EQUIPMENT REPAIRS	61.00	Police / Fire / Safety
<b>Total Amount for 8 Line Item(s) from Police / Fire / Safety</b>				<b>\$362,445.74</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	68.19	Public Safety & Emergency Preparedness
83756	4/10/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
83756	4/10/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
83756	4/10/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
83756	4/10/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
<b>Total Amount for 5 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$210.99</b>	
<b><u>Public Works</u></b>					
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	17,802.85	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	17,802.85	Public Works
83709	4/3/2013	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	14,741.17	Public Works
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	7,340.00	Public Works
83733	4/10/2013	BTC LABORATORIES INC	CONSULTING SERVICES	7,015.75	Public Works
83771	4/10/2013	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	5,438.40	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	4,000.00	Public Works
83712	4/3/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,577.88	Public Works
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	3,015.00	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	2,924.75	Public Works
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	2,660.00	Public Works
83797	4/10/2013	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,640.00	Public Works



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83798	4/10/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	2,381.25	Public Works
83688	4/3/2013	SANTA MONICA MOUNTAINS	BORING PERMIT	2,000.00	Public Works
83788	4/10/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,782.00	Public Works
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,710.53	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,455.42	Public Works
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,404.45	Public Works
83698	4/3/2013	PRECISION CONCRETE CUTTING	STREET REPAIRS	1,306.97	Public Works
83799	4/10/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	1,150.00	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	896.00	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	895.00	Public Works
83701	4/3/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83772	4/10/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83753	4/10/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	638.29	Public Works
83674	4/3/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	600.00	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	454.25	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	373.75	Public Works
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	224.00	Public Works
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	162.28	Public Works
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	129.07	Public Works
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	120.00	Public Works
83768	4/10/2013	RAINBOW SIGNS INC	EARTH DAY SIGNS	120.00	Public Works
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	27.18	Public Works
<b>Total Amount for 35 Line Item(s) from Public Works</b>				<b>\$108,589.09</b>	

**Recoverable / Refund / Liability**

83653	4/3/2013	ALCATEL-LUCENT	REFUND RECOVERABLE PROJECT	4,306.93	Recoverable / Refund / Liability
83653	4/3/2013	ALCATEL-LUCENT	REFUND RECOVERABLE PROJECT	4,227.47	Recoverable / Refund / Liability
83666	4/3/2013	CHAFFEE/TOM//	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
83657	4/3/2013	AT&T MOBILITY	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
83657	4/3/2013	AT&T MOBILITY	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
83707	4/3/2013	T MOBILE	REFUND RECOVERABLE PROJECT	1,032.67	Recoverable / Refund / Liability
83692	4/3/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,024.00	Recoverable / Refund / Liability
83700	4/3/2013	SAAVEDRA/ARMANDO//	EMPLOYEE COMPUTER LOAN	893.68	Recoverable / Refund / Liability
83707	4/3/2013	T MOBILE	REFUND RECOVERABLE PROJECT	754.80	Recoverable / Refund / Liability
83692	4/3/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	615.98	Recoverable / Refund / Liability



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83742	4/10/2013	DEPARTMENT OF CONSERVATION	1ST QUARTER 2013 SMIP FEE	526.54	Recoverable / Refund / Liability
83760	4/10/2013	ORR/MERILL//	REFUND- ARTS FEST	465.00	Recoverable / Refund / Liability
83706	4/3/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 3/22/13	289.74	Recoverable / Refund / Liability
83782	4/10/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 4/5/13	289.74	Recoverable / Refund / Liability
83659	4/3/2013	BAILEY/YOLANDA//	RECREATION REFUND	280.00	Recoverable / Refund / Liability
83777	4/10/2013	SHANER/LINDA//	REFUND- ARTS FEST	275.00	Recoverable / Refund / Liability
83734	4/10/2013	CALIFORNIA BUILDING STANDARDS	1ST QTR 2013 GREEN BLDG	217.80	Recoverable / Refund / Liability
83669	4/3/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 3/22/13	201.22	Recoverable / Refund / Liability
83641	4/1/2013	GUBNER/LAURA//	RECREATION REFUND	140.00	Recoverable / Refund / Liability
83762	4/10/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	108.34	Recoverable / Refund / Liability
83670	4/3/2013	FRANK/DEE DEE//	REFUND FACILITY RENTAL	100.00	Recoverable / Refund / Liability
83758	4/10/2013	MORALES/ANGELINA//	FACILITY RENTAL REFUND	70.00	Recoverable / Refund / Liability
83684	4/3/2013	MARTIN-ZEAVY/MARLENE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
83695	4/3/2013	PEARLMAN/IRA//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
83661	4/3/2013	BESSER/ROZA//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
83716	4/3/2013	WDT WIRELESS COMMUNICATIONS	REFUND UUT OVERPAYMENT	14.22	Recoverable / Refund / Liability
83678	4/3/2013	KLEIN/CHARLENE//	RECREATION REFUND	10.00	Recoverable / Refund / Liability
<b>Total Amount for 27 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$20,448.13</b>	

### Tennis & Swim Center

83682	4/3/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,371.04	Tennis & Swim Center
83704	4/3/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,021.11	Tennis & Swim Center
83739	4/10/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	2,761.42	Tennis & Swim Center
83744	4/10/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	1,622.00	Tennis & Swim Center
83672	4/3/2013	GAYLENE CASCIONE DANCE	RECREATION INSTRUCTOR	997.92	Tennis & Swim Center
83789	4/10/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	988.08	Tennis & Swim Center
83790	4/10/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	731.25	Tennis & Swim Center
83651	4/3/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	698.91	Tennis & Swim Center
83732	4/10/2013	BOB'S LOCKSMITH SHOP	KEY/LOCK REPAIRS- T&SC	613.25	Tennis & Swim Center
83704	4/3/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	571.01	Tennis & Swim Center
83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	500.00	Tennis & Swim Center
83786	4/10/2013	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	448.00	Tennis & Swim Center
83732	4/10/2013	BOB'S LOCKSMITH SHOP	KEY/LOCK REPAIRS- T&SC	436.59	Tennis & Swim Center
83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	412.65	Tennis & Swim Center
83696	4/3/2013	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	323.83	Tennis & Swim Center
83792	4/10/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	320.46	Tennis & Swim Center



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83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	303.99	Tennis & Swim Center
83766	4/10/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 13	287.81	Tennis & Swim Center
83710	4/3/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
83792	4/10/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	228.90	Tennis & Swim Center
83792	4/10/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	209.21	Tennis & Swim Center
83713	4/3/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	203.35	Tennis & Swim Center
83785	4/10/2013	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	171.00	Tennis & Swim Center
83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	150.00	Tennis & Swim Center
83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	150.00	Tennis & Swim Center
83737	4/10/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	150.00	Tennis & Swim Center
83750	4/10/2013	KISHIMOTO/RAINE//	REIMB MILEAGE - JAN-MAR 2013	105.66	Tennis & Swim Center
83766	4/10/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 13	104.83	Tennis & Swim Center
83755	4/10/2013	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC JAN-MAR 2013	90.00	Tennis & Swim Center
83690	4/3/2013	NEMAT/ELHAM//	REISSUE LOST PR CHECK	59.96	Tennis & Swim Center
83690	4/3/2013	NEMAT/ELHAM//	REISSUE LOST PR CHECK	59.94	Tennis & Swim Center
83696	4/3/2013	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	44.05	Tennis & Swim Center
83724	4/10/2013	AIRGAS- WEST	TC HELIUM	25.00	Tennis & Swim Center
83652	4/3/2013	AIRGAS- WEST	TC HELIUM	18.49	Tennis & Swim Center
<b>Total Amount for 34 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$20,409.71</b>	

### Transportation

83689	4/3/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 2013	23,743.08	Transportation
83743	4/10/2013	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	13,000.00	Transportation
83689	4/3/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 2013	10,343.63	Transportation
83683	4/3/2013	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2013 (1/2)	6,092.46	Transportation
83725	4/10/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,665.50	Transportation
83654	4/3/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD	4,612.83	Transportation
83689	4/3/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 2013	4,430.80	Transportation
83780	4/10/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,045.71	Transportation
83689	4/3/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 2013	607.51	Transportation
83770	4/10/2013	REFLECTION PRODUCTS, INC.	TRAFFIC SUPPLIES	212.96	Transportation
83639	4/1/2013	BAKSHI/NIKA//	REIMB 33% BUS PROG FEE	123.75	Transportation
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	89.10	Transportation
83640	4/1/2013	FISCHER/ MICHELE//	REIMB 33% BUS PROG FEE	82.50	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	67.86	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	61.31	Transportation





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83784	4/10/2013	THOMPSON/ RYAN//	REIMBURSE FUEL CHARGES	59.56	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	58.57	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.00	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	43.06	Transportation
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	43.00	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	37.34	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	31.56	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	31.56	Transportation
83703	4/3/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	28.19	Transportation
83740	4/10/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	24.12	Transportation
83763	4/10/2013	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.00	Transportation
83784	4/10/2013	THOMPSON/ RYAN//	REIMBURSE FUEL CHARGES	4.35	Transportation
<b>Total Amount for 27 Line Item(s) from Transportation</b>				<b>\$69,609.31</b>	
<b>GRAND TOTAL for 361 Line Items</b>				<b>\$793,576.71</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

### 8-May                      Annual Workshop

	Special Items	Discussion regarding Council liaisons and appointments to external committees.
	Special Items	Discussion regarding Commission appointments.
	Special Items	Discussion regarding election matters.

### 22-May

	Presentation	Book Donation by Las Virgenes Municipal Water District.
CD	New Business	Overview of Development Code approvals.
CD	Consent	Edgesoft
		Potential modification of Commissions' ordinance
CD	New Business	Introduction of Ordinance rescinding Calabasas Building Code and adopting LA County Building Code
PW	Consent	Approval of Memorandum of Understanding with Participating Agencies for Administration and Cost Sharing for Development of Malibu Creek Watershed Enhanced Watershed Management Program
PW	Consent	Approval of Professional Services Agreement with ( <i>consulting firm TBD</i> ) for Preparation of Malibu Creek Watershed Enhanced Watershed Management Program

### 12-Jun

PW	Public Hearing	Results of proposed Prop. 218 for LLAD.
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### Future Items:

PW	Presentation	Electric vehicle charging stations
CD	New Business	Housing funds discussion
CC	New Business	Removal of Councilmember and Commissioner reserved parking spaces.
Council	New Business	Council Protocols.
MOD	New Business	Wireless Ordinance RF Monitoring Recommendation from CTC.
CD	New Business	Building code appeal process discussion.
PW	New Business	Survey of City streets for missing address numbers.
PW	New Business	Waste collection contracts.
PW	New Business	CPHA contract award for traffic mitigation project.

### 2013 CITY COUNCIL MEETING DATES

8-May	11-Sep
22-May	25-Sep
12-Jun	9-Oct
26-Jun	23-Oct
10-Jul Cancelled	13-Nov
	27-Nov - Cancelled - First Day of Hanukkah
24-Jul Cancelled	
14-Aug	11-Dec
28-Aug	25-Dec - Cancelled