



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, APRIL 8, 2015  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

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

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

1. Conference with legal counsel anticipated litigation – one case.  
Government Code §54956.9(d)4.

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda

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

### **PRESENTATIONS – 7:20 P.M.**

- Recognition of Sergeant Philip Brooks for 32 years of service to the Sheriff's Department
- Sheriff's Crime Report

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

## **CONSENT ITEMS – 7:50 P.M.**

1. Approval of meeting minutes from March 11 and March 25, 2015
2. Adoption of Ordinance 2015-321 adding Chapter 2.27 and amending Chapters 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 and 2.43 of the Calabasas Municipal Code regarding Commissions
3. Adoption of Ordinance 2015-323 of the City Council of the City of Calabasas to amend Calabasas Municipal Code, Section 17.12.050 related to Antennas/Personal Wireless Telecommunications Facilities to add provisions creating a separate application and approval process for wireless facility permit applications covered under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. Section 1455(a)
4. Recommendation to award a three year professional services agreement to Jones and Jones, Inc. in the amount of \$150,000 for construction management services
5. Authorization to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$70,000 for authorized required work as part of Specification No. 10-11-03 Public Street Tree Maintenance in the City of Calabasas
6. Authorization to approve contract change order for Absolute Tree & Brush in the amount of \$359,654 to fund required work for the Annual Weed Abatement/Fuel Reduction Program for fire safety within the City of Calabasas

## **NEW BUSINESS – 8:00 P.M.**

7. Recommendation to proceed with the design and construction of the City of Calabasas gateway monument and upgrades to the landscaped median on Parkway Calabasas from Park Granada to Calabasas Road, in accordance with Memorandum of Agreement dated December 15, 2004, with the Calabasas Park Homeowners Association
8. Discussion and concept approval to refund Series 2006 Certificates of Participation (City Hall and Library) for cashflow savings. Series 2015 refunding bonds would be issued to include an additional \$6M for the costs associated with the new Senior Center

**INFORMATIONAL REPORTS – 9:00 P.M.**

9. [Check Register for the period of March 4-25, 2015.](#)

**TASK FORCE REPORTS – 9:05 P.M.**

**CITY MANAGER’S REPORT – 9:10 P.M.**

**FUTURE AGENDA ITEMS – 9:15 P.M.**

**ADJOURN – 9:20 P.M.**

The City Council will adjourn to their next regular meeting scheduled for Wednesday, April 22, 2015, at 7: 00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MARCH 11, 2015**

Mayor Shapiro called the Closed Session portion of the meeting at 6:30 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**CLOSED SESSION**

1. Conference with legal counsel anticipated litigation – one case.  
Government Code §54956.9(d)4.

The Council convened to Open Session at 7:06 p.m.

**ROLL CALL**

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

Mr. Howard reported that there were no reportable actions from the Closed Session.

The Pledge of Allegiance was led by Richard Sherman.

**APPROVAL OF AGENDA**

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

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

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Martin:

- Congratulated the Calabasas Bowling team for defeating the LVMWD.
- Arbor Day celebration will take place on March 21 at Gates Canyon Park.
- A health fair and a blood drive are scheduled on March 21 at the AHCCC on March 21.

- Calabasas Relay for Life is scheduled on May 16-17, at A.E. Wright Middle School.
- The Calabasas Spring Eggstreme is scheduled on Friday, March 27, at De Anza Park.

Councilmember Maurer:

- Reiterated congratulations to her team members on winning the bowling tournament against LVMWD.

Councilmember Bozajian:

- Councilmember Gaines and he joined a group of residents to clean the creek on March 7.
- The AHCCC is hosting a St. Patrick's Day/Open House on March 14.
- Arbor Day celebration is scheduled on March 21.
- Earth Day festival is scheduled on April 11.
- The new Recreation Brochure is available and it includes a voter registration form.

Councilmember Gaines:

- Congratulated the Environmental Commission on a great Solar Energy public forum on February 26.
- Congratulated the Parks, Recreation & Education Commission on recent discussions related to the Pumpkin Festival and the Savvy Seniors.
- A Savvy Senior lunch is scheduled on March 12.
- The Planning Commission will be hosting a public meeting on March 12 regarding zoning in the auto dealership area.
- Chabad of Calabasas is hosting their annual fundraising Gala on March 15.
- A ribbon cutting ceremony for Lovi's is scheduled on March 16.
- The Chamber is hosting their monthly breakfast on March 19.
- Extended an invitation to the CHS Performing Arts Education Center opening of Funny Girl on March 17.
- The CHS Performing Arts Education Center is hosting a fundraiser with Jason Alexander's one man show debuting on April 25.
- A groundbreaking ceremony for the Lost Hills Road Interchange project is scheduled on March 23.

Mayor Shapiro:

- Reiterated appreciation to the Calabasas team on winning the bowling tournament.
- Reiterated an invitation to the health fair and blood drive on March 21 at the AHCCC.

➤ Adjourn in Memory

Mayor Shapiro announced that the meeting would be adjourned in memory of Paul Roeb and presented a certificate of adjournment to the family.

**PRESENTATIONS**

➤ Sheriff's Crime Report

Lt. Rotella presented the report.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

Carol Davis, Paul Heidenreich, Joanne Suwara, Bonnie Latham-Lyon, Kathy Smaul, and Julia Aranda spoke during public comment.

**CONSENT ITEMS**

1. Approval of meeting minutes from February 25, 2015.
2. Recommendation from the Art in Public Places Advisory Committee to approve the Village at Calabasas art in public places submission.
3. Taskforce recommendation regarding a Senior Center Advisory Board.

Councilmembers Bozajian and Maurer requested Item Nos. 2 and 3, respectively, be pulled for separate discussion.

**Councilmember Gaines moved, seconded by Mayor pro Tem Martin to approve Consent Items No. 1. MOTION CARRIED 5/0 as follows:**

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

Karyn Foley spoke on Item No. 2.

**After further discussion, Councilmember Gaines moved, seconded by Councilmember Bozajian to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Councilmember Bozajian moved, seconded by Councilmember Gaines to approve Consent Item No. 3, as amended. MOTION CARRIED 5/0 as follows:**

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

The Council recessed at 8:08 p.m.

The Council reconvened at 8:17 p.m.

### **PUBLIC HEARING**

4. Consideration of adoption of Ordinance No. 2015-322U and introduction of Ordinance No. 2015-323 to amend the Calabasas Municipal Code, Section 17.12.050 related to Antennas/Personal Wireless Telecommunications Facilities to add provisions creating a separate application and approval process for wireless facility permit applications covered under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. Section 1455(a).

Mayor Shapiro opened the public hearing.

Mr. Bartlett and Mr. Kramer presented the items.

Michael Brockman and Leslie Daijle spoke on Item No. 4.

Mayor Shapiro closed the public hearing.

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve the adoption of Ordinance No. 2015-322U, as amended. MOTION CARRIED 5/0 as follows:**

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

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve the introduction of Ordinance No. 2015-323, as amended. MOTION CARRIED 5/0 as follows:**

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

5. Adoption of Resolution No. 2015-1445 establishing application fees for processing wireless facility minor modification permits by the Planning Division.

Mayor Shapiro opened/closed the public hearing.

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

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

### **NEW BUSINESS**

6. Discussion and update on solid waste franchise RFP.

Mr. Yalda and Mr. Davis presented the report.

Richard Sherman, Charles Scott, Greg Bostrom, Mike Smith and Michael Brockman spoke on Item No. 6.

**After extensive discussion, direction was provided to staff.**

The Council recessed at 10:18 p.m.

The Council reconvened at 10:25 p.m.

7. Review, discuss and consider the recommendation from the Calabasas-Las Virgenes Historical Society to appoint Martha Duley to the Historic Preservation Commission.

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

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

8. Consider Introduction of Ordinance No. 2015-321 adding Chapter 2.27 and amending Chapters 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 and 2.43 of the Calabasas Municipal Code regarding Commissions.



**Councilmember Bozajian moved, seconded by Councilmember Gaines to approve the introduction of Ordinance No. 2015-321, as amended. MOTION CARRIED 5/0 as follows:**

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

9. Recommendation to award construction contract for Specification No. 14-15-05 to Security Paving Company, Inc.

Mr. Yalda presented the report.

Norman Buehring spoke on Item No. 9.

**Councilmember Maurer moved, seconded by Mayor pro Tem Martin to approve Item No. 9. MOTION CARRIED 5/0 as follows:**

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

### **INFORMATIONAL REPORTS**

10. Check Register for the period of February 18-25, 2015.

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

### **TASK FORCE REPORTS**

Councilmember Gaines reported that Mayor Shapiro and he attended a recent board meeting of the San Fernando Valley Economic Alliance, where they discussed different proposals in regard to transportation. He provided a report on the progress being made by the Special Olympics World Games Host Town Calabasas Committee. He encouraged everyone to volunteer and participate on fundraising events.

### **CITY MANAGER'S REPORT**

Mr. Coroalles reported that the quit claim deed regarding the Don Wallace Trail was recorded, which will allow the project to move forward.

### **FUTURE AGENDA ITEMS**

Councilmember Maurer requested that the Planning Commission review the story polls guidelines in the City.

**ADJOURN**

The City Council adjourned at 10:57 p.m. in memory of Paul Roeb to their reorganization meeting scheduled on Wednesday, March 25, 2015, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, HELD WEDNESDAY, MARCH 25, 2015**

Mayor Shapiro called the meeting to order at 7:09 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. Four members of the City Council were present.

**ROLL CALL**

Present: Mayor Shapiro, Mayor pro Tem Martin,  
Councilmembers Bozajian and Maurer  
Absent: Councilmember Gaines  
Staff: Coroalles, Howard, Hernandez, Jordan, Lysik,  
Parker, Rubin, Steller, Summers, Tamuri and Yalda

Cub Scouts Pack 333 of Calabasas posted the colors.

The Pledge of Allegiance and Flag Ceremony was led by Jimmy Weldon.

Mayor Shapiro welcomed and acknowledged the following dignitaries:

Dakota Jablon, Congressman Ted Lieu's Field Representative; Rosalba Gonzalez, Senator Fran Pavley's Field Representative; Marc Berkman, Assemblymember Matt Dababneh's Representative; Timothy Lippman, Supervisor Sheila Kuehl's Senior Field Deputy; Cindy Iser, LVUSD Board of Education President; Lesli Stein, LVUSD Board of Education Vice President; Jill Gaines, LVUSD Board of Education Board Member; Angela Cutbill, LVUSD Board of Education Clerk, Dan Stepenosky, LVUSD Superintendent; Larry Weber, City of Hidden Hills Mayor; Marv Landon, City of Hidden Hills Councilmember; Former Calabasas Councilmembers, Karyn Foley, Michael Harrison, Bob Hill, Marvin Lopata and Dennis Washburn; Bridget Karl, Chamber of Commerce CEO; Bill Davis, Calabasas Rotary Club President; and Patrick Davoren, Lost Hills/Malibu Sheriff's Dept. Captain

**ORAL COMMUNICATIONS - PUBLIC COMMENT**

Charles Caspary, Spencer Hurvitz, Jennifer Bercy, Alicia Weintraub, Ravi Eli Friedman, and Glenn Littman expressed appreciation to Mayor Shapiro for his leadership during the past year.

**COUNCIL REORGANIZATION**

➤ Presentations to Outgoing Mayor

The following made presentations to outgoing Mayor Shapiro:

- Calabasas Park Homeowners' Association, Stephanie Williams
- Dakota Jablon, Congressman Ted Lieu's Field Representative
- Rosalba Gonzalez, Senator Fran Pavley's Field Representative
- Marc Berkman, Assemblymember Matt Dababneh's Representative
- Timothy Lippman, Supervisor Sheila Kuehl's Senior Field Deputy
- Cindy Iser, Lesli Stein, Jill Gaines, Angela Cutbill and Dan Stepenosky, LVUSD
- Bridget Karl, Chamber of Commerce
- Bill Davis, Calabasas Rotary Club

➤ Comments by Members of the City Council

Members of the Council expressed appreciation and presented outgoing Mayor Shapiro with a gavel plaque in recognition of his service.

➤ Outgoing Mayor's Remarks

Outgoing Mayor Shapiro expressed appreciation for all the presentations. As well as to the City Council, Commissioners, City staff, the community and his family.

➤ Election of Mayor

**Councilmember Maurer nominated Mayor pro Tem Martin as Mayor. The nomination carried 4/0.**

AYES: Mayor Martin and Councilmembers Bozajian, Maurer and Shapiro.

➤ Oath of Office to Mayor

Jake Martin, son of Mayor Martin administered her Oath of Office.

➤ Remarks by Mayor

Mayor Martin expressed appreciation to her colleagues, her family, City staff, Commissioners and the residents. She summarized the City's future projects.

➤ Election of Mayor pro Tem

**Councilmember Shapiro nominated Councilmember Bozajian as Mayor pro Tem. The nomination carried 4/0.**

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

➤ Oath of Office to Mayor pro Tem

Maricela Hernandez, City Clerk administered Mayor pro Tem Bozajian the Oath of Office.

➤ Remarks by Mayor pro Tem

Mayor pro Tem Bozajian expressed appreciation to fellow Councilmembers.

**ADJOURN**

The City Council adjourned at 8:24 p.m. to their next regular meeting scheduled on Wednesday, April 8, 2015, 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:** MARCH 27, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER   
SCOTT H. HOWARD, CITY ATTORNEY  
MARICELA HERNANDEZ, MMC, CITY CLERK 

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2015-321, ADDING CHAPTER 2.27 AND AMENDING CHAPTERS 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 AND 2.43 OF THE CALABASAS MUNICIPAL CODE REGARDING COMMISSIONS

**MEETING**

**DATE:** APRIL 8, 2015

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2015-321, adding Chapter 2.27 and amending Chapters 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 and 2.43 of the Calabasas Municipal Code regarding Commissions.

**BACKGROUND:**

Ordinance No. 2015-321 was introduced at the March 11, 2015 meeting.

**RECOMMENDATION:**

That the City Council adopt Ordinance No. 2015-321, adding Chapter 2.27 and amending Chapters 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 and 2.43 of the Calabasas Municipal Code regarding Commissions.

**ATTACHMENTS:**

- A. Red-lined Ordinance No. 2015-321
- B. Ordinance No. 2015-321

ITEM 2 ATTACHMENT A  
ORDINANCE NO. 2015-321

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADDING CHAPTER 2.27 AND AMENDING CHAPTERS 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41 AND 2.43 OF THE CALABASAS MUNICIPAL CODE RELATED TO COUNCIL COMMISSIONS.

THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.27 related to Commission Appointments, Removal and Absences of the Calabasas Municipal Code are hereby created to read as follows:

2.27.010 – Appointments.

Unless a different procedure is expressly stated elsewhere in Title 2 of this Code, each city councilmember shall nominate one commissioner, which nomination shall be subject to city council confirmation. The city council may reappoint a commissioner to an unlimited number of terms.

2.27.020 – Removals.

The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. In addition and as a separate basis for removal, the nominating councilmember may also remove his/her commissioner whom he/she nominated by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval.

2.27.030 – Absence from Meetings.

Notwithstanding any other provisions of this code, any commissioner or alternate who absents himself or herself from three, consecutive, regular meetings of the commission, unless excused by the commission by action recorded in its minutes, or who is absent without a recorded excuse, from a total of five regular meetings of the commission in any six-month period, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner or alternate, of the fact of the vacancy.

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SECTION 2. Chapter 2.28 related to the Planning Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.28.010 - Creation.

The planning commission of the eCity of Calabasas is established in accordance with the provisions of Government Code Section 65100, et seq.

2.28.020 - Membership.

A. The ~~planning~~ commission shall consist of five members and one alternate, who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate one commissioner, which nomination shall be subject to city council confirmation.~~ The city council shall appoint the alternate. The city council may reappoint ~~a commissioner or the~~ alternate to an unlimited number of terms. ~~The city council, by a majority vote of the entire council, may remove a commissioner or alternate from office with or without cause. A councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~

B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated him or her. The alternate shall have a term lasting ~~for the lesser of~~ two years. Notwithstanding the expiration of a term, a commissioner or alternate shall continue until his or her successor has been appointed.

C. If a vacancy shall occur other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth above and shall serve the unexpired portion of the term.

D. The alternate may participate in deliberations, but shall not vote unless at least one commissioner is absent or abstains from a matter due to an actual or potential conflict of interest.

2.28.030 - Organization.

A. The commission shall elect a chair and a vice-chair from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each

year. No person shall serve more than ~~three~~two successive terms in either office. The chair, or in the absence of the chair, the ~~vice-chair~~vice chair, shall preside over the meetings of the commission.

- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The community development director, or such other person as is designated by the city manager to do so, shall serve as secretary of the commission.

#### 2.28.040 - Duties.

The commission shall have the power and duty, except as otherwise provided by law, to:

- A. Prepare and recommend to the city council a comprehensive long-term general plan and amendments to that plan for the physical development of the city and of any land outside its boundaries which in the commission's judgment bears relation to the city's planning;
- B. Investigate and make recommendations to the city council regarding reasonable and practical means for effectuating the General Plan to guide the orderly growth and development of the city, and as a basis for the efficient expenditure of capital improvement funds relating to the subjects of the General Plan;
- C. Render an annual report to the city council on the status of the General Plan and progress in its application consistently with Government Code Section 65400;
- D. Review proposals for acquisition of property for street, park or other public purposes and report to the city council regarding the conformity of such acquisitions with the General Plan as required by Government Code Section 65402;
- E. Make recommendations to the city council regarding the adoption and amendment of specific plans;
- F. Hold public hearings on any proposed amendment to the city's zoning ordinance and render written recommendations to the city council;

- G. Hear and approve, conditionally approve or deny applications for conditional use, variances, subdivisions or other permits and approvals provided by the zoning and subdivision ordinances of the city, subject to appeal to the city council if and as authorized by this code; and
- H. Perform other functions as provided by state law, this code, or city council direction.

2.28.050 - Regular meetings.

Regular meetings of the commission shall be held on the second and fourth Thursday of each month, or the next succeeding day which is not a holiday, at seven p.m., or at such other time as the commission may recommend and the city council may establish by resolution.

~~2.28.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner or alternate who absents himself or herself from three, consecutive, regular meetings of the commission, unless excused by the commission by action recorded in its minutes, or who is absent without a recorded excuse, from a total of five regular meetings of the commission in any six-month period, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner or alternate, of the fact of the vacancy.~~

2.28.070 - Compensation and expenses.

Each commissioner shall receive compensation in the amount of fifty dollars (\$50.00) for each commission meeting attended or such other amount as may be established by resolution of the city council. No additional compensation shall be paid to commissioners, but commissioners may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

2.28.080 - Appeal from commission decision.

- A. Commission decisions from which an appeal may be taken under this code become final at five p.m. on the tenth business (10th) day after the decision unless, prior to that time, an appeal or call for review by the city council is filed in writing in the office of the city clerk, as provided for in this Chapter 2.28 and by Chapter 17.74. Nonappealable decisions are final when rendered.

- B. Appeals. Appeals may be initiated by:
1. The applicant;
  2. An owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or
  3. An individual who or organization that presented written or oral testimony to the commission at a public hearing on the matter from which the appeal is taken.
- C. Call for Review. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon the written request of any two city councilmembers.
- D. A timely appeal or call for review shall stay the decision and no permit may issue with respect to that decision until the city council has acted on the matter.
- E. The fee for an appeal of a commission decision shall be established from time to time by city council resolution.

SECTION 3. Chapter 2.30 related to the Historic Preservation Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.30.010 - Creation.

An historic preservation commission is established in accordance with the provisions of this code and may be known and referred to as the "Calabasas Historic Preservation Commission," the "Historic Preservation Commission," or the "Commission."

2.30.020 - Membership.

- A. The commission shall consist of ~~five (5)~~six members. ~~The five voting members and an ex-officio, nonvoting member who~~ shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment.~~ The sixth member shall be an ex-officio, nonvoting member ~~shall be and~~ a member of the Calabasas-Las Virgenes Historical Society and is not required to be a resident of the city. The Board of Directors of the Calabasas-Las Virgenes Historical Society shall nominate the nonvoting member, which nomination shall be subject to city council ~~approval~~confirmation. ~~Each city councilmember shall nominate a commissioner for appointment by the city council, unless earlier removed by the council or the appointing councilmember.~~

B. Commissioners nominated by individual city councilmembers shall have terms lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated him or her. The ex-officio, non-voting member shall have a term lasting two years. Notwithstanding the expiration of a term, a commissioner or alternate shall continue until his or her successor has been appointed.

C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term.

BD. Required Qualifications.

- ~~1. Members shall be lawful residents of the city and electors during their respective terms of office. A lawfully resident nonelector may also serve on the commission, provided that he or she has a pending application for citizenship at the time of his or her commission appointment.~~
2. All members should have a demonstrated interest in Calabasas' historical, architectural and cultural heritage and have special interest, knowledge, or training in fields closely related to historic preservation. Such fields include architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, geography, real estate, law, finance, building trades or related areas.

~~If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term. If the vacancy is associated with the special qualifications listed in Section 2.36.030, the city council shall endeavor to appoint a person with such qualifications.~~

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CE. Desired Qualifications.

1. If possible, the city council shall appoint at least two members to the commission who are professionals in the fields or disciplines of architecture, landscape architecture, history, architectural history, urban planning, American studies, geography, archaeology, or other historic preservation-related disciplines to the extent that such professionals are available in the community.

D. Terms.

- ~~1. Commissioners nominated by individual city councilmembers shall have terms lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated him or her. Notwithstanding the~~

~~expiration of a term, a commissioner or alternate shall continue until his or her successor has been appointed.~~

- ~~2. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term. If the vacancy is associated with the special qualifications listed in Section 2.36.030, the city council shall endeavor to appoint a person with such qualifications.~~

#### 2.30.040 - Organization.

- A. The ~~historic preservation~~ commission shall elect a chair and a vice\_ chair from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each year. No ~~officer-person~~ shall serve more than ~~three-two~~ successive terms. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. With the consent of the city council, the commission may also appoint such other officers as may be necessary for the administration of its business, at the same time and for like terms.
- C. The commission may appoint committees from its membership and, with the consent of the city council, appoint advisory committees from other interested public and private groups.
- D. The commission may adopt rules and regulations for the transaction of its business. The commission is subject to the Ralph M. Brown Act, Section 54950, et seq., of the Government Code.
- E. The city's historic preservation officer shall serve as secretary of the commission.

#### 2.30.050 - Powers and duties.

The historic preservation commission shall have the following powers and duties as specified in Chapter 17.36 of this code.

- A. Recommend for adoption by the city council criteria for, and upon appropriation of necessary funds by the council, conduct or cause to be conducted, a comprehensive survey in conformance with state and federal survey standards, policies and guidelines of historical resources within the boundaries of the city, and to publicize and periodically update the survey results.
- B. The authority to hear and decide the following.

1. Applications for certificates of appropriateness;
  2. Applications for certificates of economic hardship.
- C. The authority to hear and make recommendations to the city council regarding the following:
1. Applications for designations of historic landmarks, landscapes and districts;
  2. Applications for placement of landmarks or districts on the National Register of Historical Places or the California Register of Historical Resources;
  3. Applications for Mills Act contracts.
- D. Authority to act upon an appeal of any order, requirement, permit, decision, or determination of the city's historic preservation officer concerning historical resources under this development code.
- E. Maintain a local register of designated historic landmarks, landscapes and districts consistent with those criteria contained in the National Register of Historic Places and the California Register of Historical Resources, including all information required for each designation.
- F. The authority to review and make recommendations to the appropriate approval body regarding all projects within the Commercial Old Town (CT) Zone.
- G. Undertake any other action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the historic preservation program.

#### 2.30.060 - Meetings.

Regular meetings of the historic preservation commission shall be held quarterly, on the second Wednesday of the month, in the months of January, April, July and October, at the hour of seven p.m.; or the next succeeding day which is not a holiday; or at such other times as may be established by resolution of the city council. Regular meetings may be adjourned by public announcement to a specified date, and any such adjourned meeting shall be deemed a regular meeting. Special meetings may be called as provided in the Ralph M. Brown Act and shall be convened as necessary to ensure that actions required of the commission under this code are consistent with the requirements of the Permit Streamlining Act, Government Code Section 65950, et seq., and that projects which require approval from both the historic preservation commission and the planning commission are considered consistently with the deadlines established in that Act.

~~2.30.070 - Absence from meetings.~~

~~Notwithstanding any other provision of this code, any commissioner who absents himself or herself from any three consecutive regular meetings of the historic preservation commission, unless excused from attendance by consent of the commission expressed by action recorded in its minutes, shall thereby automatically forfeit his or her position as a commission member. The secretary of the commission shall promptly notify the city council, and any such person so ceasing to be a commissioner, of the fact of such vacancy.~~

2.30.080 - Records.

The secretary of the historic preservation commission shall cause proper records to be kept of all the commission's official acts, proceedings and resolutions, which shall be public records. The commission shall make reports to the city council as provided for in the state planning law (Government Code Section 65400), and as provided by the council.

2.30.090 - City historic preservation officer (CHPO).

The community development director, or his or her designee, shall serve as the city's historic preservation officer (CHPO) and as secretary to the historic preservation commission. The historic preservation officer shall maintain a record of all commission resolutions, proceedings and actions, in addition to the other duties specified herein.

2.30.100 - Appeal from commission decision.

- A. Historic preservation commission decisions shall become final at five p.m. on the tenth day next succeeding the date of the decision unless, prior to that hour, an appeal is filed in accordance with Chapter 17.74
- B. In addition to the requirements of Chapter 17.74, the following requirements shall apply to appeals of commission decisions.
  - 1. The filing of an appeal within the time limit herein specified shall stay the order of the commission and the issuance of any permits predicated thereon until the city council has acted on the appeal.
  - 2. Appeals shall be heard and decided by the planning commission.
  - 3. The fee for an appeal of the commission's decision shall be established by city council resolution, as amended.
  - 4. In meeting the requirements of Section 17.74.030, the grounds for an appeal shall be based upon a claim that the commission erred in its decision, and the appeal shall state the reasons the commission erred.



SECTION 4. Chapter 2.36 related to the Traffic and Transportation Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.36.010 - Creation.

The traffic and transportation commission of the ~~city~~ City of Calabasas is established.

2.36.020 - Membership.

- A. The commission shall consist of five members who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner for appointment by the city council. The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. A councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

2.36.030 - Organization.

- A. The commission shall elect a chair and vice-chair from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two successive one-year terms in either

office. The chair, or in the absence of the chair, the vice-chair, shall preside over the meetings of the commission.

- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The transportation director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.36.040 - Duties.

When requested by the city council, the commission will advise the planning commission and/or city council on general policy matters related to the following:

- A. Traffic concerns originating by or through the city council, planning commission, traffic and transportation commission, general public, or city staff;
- B. Community goals regarding traffic and circulation;
- C. Investigating and making recommendations to the city council and/or city staff regarding traffic control devices including, but not limited to, traffic signals, signs, striping within the city; and
- D. Such other duties as may be requested from time to time by the city council.

#### 2.36.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

#### ~~2.36.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner who absents himself or herself from three regular meetings of the commission in any calendar year, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner, of the fact of the vacancy.~~

2.36.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 5. Chapter 2.37 related to the Public Safety Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.37.010 - Creation.

The public safety commission of the Ccity of Calabasas is created.

2.37.020 - Membership.

A. The commission shall consist of six members who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner for appointment by the city council, and~~ The a sixth member shall be appointed by ~~the city council~~ from the members of the Calabasas Emergency Response Program (CERP) or ~~any its~~ successor city emergency response organization. ~~The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. A councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~

B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. The commissioner nominated from the CERP or its successor organization shall have a term lasting two years. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.

~~B. The commissioner nominated from the CERP or a successor organization shall have a term lasting for the lesser of two years or until March 31st of the even-numbered year first following his or her appointment.~~

~~C. Other than as provided in subsection B of this section, commissioners shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.~~

~~D.~~ If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.

D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

~~E. The commission may appoint or reappoint a high school student, who is a lawful resident in the city as a nonvoting commissioner for a one-year term.~~

#### 2.37.030 - Organization.

A. The commission shall elect a chair and vice-chair from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice-chair, shall preside over the meetings of the commission.

B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of noncommissioners.

C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.

D. The city manager, or his or her designee, shall serve as the staff liaison to the commission.

#### 2.37.040 - Duties.

When requested by the city council, the commission will advise the city council on matters related to public safety, crime and fire prevention, emergency preparedness and response, service contracts with public safety agencies and related matters. In its advisory role, the commission will make recommendations to the city council regarding budgets for public safety services and perform such other functions as the city council may direct.

#### 2.37.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

~~2.37.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner who absents himself or herself from three regular meetings of the commission in any calendar year, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner, of the fact of the vacancy.~~

2.37.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 6. Chapter 2.38 related to the Communications and Technology Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.38.010 - Creation.

The communications and technology commission of the ~~city~~City of Calabasas is created.

2.38.020 - Membership.

A. The commission shall consist of five members who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner for appointment by the city council. The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. A councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~

- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two ~~(2)~~ years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

#### 2.38.030 - Organization.

- A. The commission shall elect a chair and vice-chair from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice-chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The media operations director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.38.040 - Duties.

The purpose of the commission is to advise the city council on various matters relating to the city's video service providers, telecommunications issues, communication technology, and other relevant emerging technologies. In addition, the commission acts as a planning commission when reviewing and approving wireless telecommunications facilities.

The objectives of the commission include the following:

- A. Monitoring state franchised video service providers and, to the extent permitted by federal, state, and city law and regulation, recommending enforcement actions for consideration by the city council;

- B. Monitoring the status of state and federal legislation and relevant case law regarding wired and wireless telecommunications and cable television issues, making recommendations to the city council on actions to take in light of these issues and performing any additional duties related hereto as requested by the city council;
- C. Providing input on programming and production for CTV, the Calabasas channel, and on the content of the city's website;
- D. Acting as a planning commission of the city with respect to wireless communication facilities, holding public hearings on proposed applications and related conditional use permits, and related actions as provided by Section 17.12.050(1) of this Code;
- E. Monitoring and recommending adoption of or further consideration of technologies to the city council;
- F. Overseeing the issuance of permits for film and video production; and
- G. Performing such other duties as may be requested from time to time by the city council.

2.38.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

~~2.38.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner who absents himself or herself from three regular meetings of the commission in any calendar year, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner, of the fact of the vacancy.~~

2.38.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 7. Chapter 2.39 related to the Environmental Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.39.010 - Creation.

The environmental commission of the ~~city~~-City of Calabasas is established. The commission shall constitute, and may also from time to time be referred to as, the tree board of the ~~city~~-City of Calabasas and fulfills the standards of the National Arbor Day Foundation for the city to maintain its status as a Tree City USA.

#### 2.39.020 - Membership.

- A. The commission shall consist of five ~~(5) commissioners~~members, ~~as the city council shall from time to time determine,~~ who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonvoter may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner, which nomination shall be subject to city council confirmation. The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. A councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two ~~(2)~~ years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term to which he or she is appointed.
- D. The commission may appoint or reappoint ~~two (2)~~one high school students lawfully ~~residing~~resident in the city as a nonvoting commissioner for a one-year term ~~as student member and alternate student member.~~

#### 2.39.030 - Organization.

- A. The commission shall elect a chair and vice-chair from among its members, each for a term of one ~~(1)~~ year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two ~~(2)~~ successive one-year terms in either office. The chair, or in the absence of the chair, the vice-chair, shall preside over meetings of the commission.



- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transaction of its business.
- D. The public works director and his/her designee shall serve as the secretary of the commission.

2.39.040 - Duties.

- A. When requested by the city council, the commission will advise the planning commission and/or city council on general policy matters related to the following:
  - 1. Air quality, including transportation alternatives, stationary sources and mobile sources;
  - 2. Waste management, including municipal solid waste management and compliance with AB 939, and hazard and toxic waste management;
  - 3. Water quality, including National Pollutant Discharge Elimination System (NPDES) requirements, watershed protection; stormwater discharge and
  - 4. Flora and fauna, including habitat and species diversity, wildlife protection, and protection of trees;
  - 5. Resources, including water conservation and energy conservation, green space and scenic beauty;
  - 6. Public education programs and events, regarding such topic areas as listed and regarding other appropriate environmental issues.
- B. As the tree board, the commission will also be responsible for the following:
  - 1. The commission is to consider and propose recommendations for the adoption of the Urban Forestry Master Plan and to make recommendations to carry out the policies and goals of the plan pursuant to the California Urban Forestry Act of 1978, California Public Resources Code Section 4799.06 et seq., including making recommendations for updates to the plan;
  - 2. Continued education for the care and welfare of trees;
  - 3. At the request of city council, the commission shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

2.39.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

~~2.39.060 – Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner who absents himself or herself from any three consecutive, regular meetings of the commission, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The chair or vice chair of the commission shall thereupon promptly notify the city council, and the former commissioner of the fact of the vacancy.~~

2.39.070 - Reimbursement of expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner unless first authorized and approved by the city council.

SECTION 7. Chapter 2.40 related to the Architectural Review Panel of the Calabasas Municipal Code is hereby amended to read as follows:

2.40.010 - Architectural review panel creation.

An architectural review panel (ARP) is created in and for the ~~city~~City of Calabasas.

2.40.020 - Membership.

The architectural review panel shall consist of the following members:

- A. Five members, with two members to serve as alternate members, residing in or near the city of Calabasas or conducting business in the city, at the time of appointment and during their respective terms of office. A majority vote of the entire planning commission is required to appoint members. Each member may serve an unlimited number of terms subject to periodic planning commission reappointment.
  - 1. At least one member of the architectural review panel shall be a licensed architect.
  - 2. Other members of the panel shall be persons who, as a result of their training, experience and attainments, are qualified to analyze and interpret architectural and site planning information, including, but not limited to, licensed landscape architects, urban planners, engineers and builders/developers.
  - 3. A preference shall be given to the appointment of Calabasas residents meeting the panel's qualifications.

- B. Any member of the panel may be removed from office with or without cause by a majority vote of the entire planning commission.
- C. All terms of office shall run for a period of two years. The terms of office for each member shall continue to and include October 30th of the year in which the term shall expire, and thereafter until a successor is appointed.
- D. If a vacancy occurs other than by term expiration, the planning commission shall fill such vacancy by appointment for the unexpired portion of the term.
- E. The alternate members shall attend and participate in meetings of, and deliberate on matters before, the architectural review panel, as necessary to fill in for any absent member(s).

2.40.030 - Organization.

A. The panel shall elect a chair and a vice chair from among its members, each for a term of one year. No person shall serve more than two successive terms in either position. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the panel.

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B. The community development director, or such other person as is designated by the city manager to do so, shall serve as secretary of the panel.

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~~Panel members shall have equal voice and responsibility so that no chair, vice chair, or other officers will be necessary or allowed on the panel. Staff shall have responsibility for administering panel affairs, subject to planning commission direction and policies.~~

2.40.040 - Duties.

The purpose of the panel is to make advisory recommendations to the planning commission and the city council in all matters pertaining to site plan reviews, and evaluating architectural designs of buildings and other structures, landscape plans and other site features. Procedures in this section for site plan reviews, and evaluating architectural designs of buildings and other structures, landscape plans and other site features are established to pursue the following purposes:

- A. To preserve and enhance the beauty of the city's natural and built environment;

- B. To encourage individual building scale and character consistent with the existing community;
- C. To discourage development of individual buildings that dominate the cityscape or attract attention to themselves through inappropriate color, mass, or architectural expression;
- D. To ensure that new development, and the alteration or enlargement of existing development, maintain the attractiveness and character of the city, especially as projects are seen from city streets, freeway and scenic corridors, adjacent properties, and from neighboring communities;
- E. To maintain and improve the quality of, and relationship among, individual buildings, and between structures and their sites, so that groups of structures contribute to neighborhood and community attractiveness;
- F. To ensure that:
  - 1. Site landscaping provides visually pleasing settings for structures,
  - 2. Proposed landscaping blends harmoniously with the natural landscape,
  - 3. Appropriate landscape themes and variations support the design and function of the structures to which they relate,
  - 4. Views of structures from off-site are softened or screened;
- G. To encourage the highest quality of architectural design, energy efficiency, minimal use of toxic materials during construction, maximum use of natural materials, and emphasis on construction methods which are least disruptive to the site and to the community;
- H. To balance private prerogatives and preferences with the public interest and welfare;
- I. In order to achieve these purposes, except for projects zoned Commercial, Old Town (CT), the architectural review panel shall review the architecture and landscape architecture of all commercial projects and signage and residential projects within scenic corridors, Master Plan and the Old Topanga/Highlands Overlay Areas, proposed subdivisions, hillside developments. The architectural review panel may also review other projects the community development director or planning commission deem appropriate for the panel's review, including projects zoned Commercial, Old Town (CT). The panel shall limit its advice to architecture, site planning, landscaping, signage and streetscape design. The panel shall perform such other advisory duties as the planning commission may request from time to time.

2.40.050 - Regular meetings.

Regular meetings shall be held not less than monthly on a date established from time to time by resolution of the panel.

2.40.060 - Absence from meetings.

Notwithstanding any other provisions of this code, any panelist who absents himself or herself from three regular meetings of the panel in any calendar year, unless excused by the panel by action recorded in its minutes, shall thereby automatically forfeit his or her position. The panel ~~staff member~~chair or vice chair shall thereupon promptly notify the planning commission, and the former panelist, of the fact of the vacancy.

2.40.070 - Reimbursement for expenses.

The panelists shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the panel or any panelist, unless first authorized and approved by the city council.

SECTION 9. Chapter 2.41 related to the Parks, Recreation and Education Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.41.010 - Creation.

The parks, recreation and education commission of the City of Calabasas is established.

2.41.020 - Membership.

A. The commission shall consist of ~~six~~seven members, who shall be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner, which nomination shall be subject to city council confirmation.~~ The sixth member shall be the chair of the Calabasas Arts Council or his or her designee and shall be subject to city council confirmation. The seventh member shall be nominated by the Calabasas Savvy Seniors Advisory Board, which nomination shall be subject to city council confirmation. The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office

~~with or without cause. The appointing councilmember may remove a commissioner by written notice to the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.~~

- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. The Calabasas Arts Council chair and the Calabasas Savvy Seniors Advisory Board member shall have terms lasting two years. Notwithstanding the expiration of a term, a commissioner shall continue to serve until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term, ~~if necessary to accomplish commission size established by the city council.~~
- D. The commission may appoint or reappoint a high school student lawfully residing in the city as a nonvoting commissioner for a one-year term.

#### 2.41.030 - Organization.

- A. The commission shall appoint a chair and a vice-chair pro tem from among its members, each for a term of one year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of chair, the vice-chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The community services director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.41.040 - Duties.

The commission will fulfill any function assigned by this code to the parks and recreation commission or to the education commission. In addition, when requested by the city council, the commission will advise the city council on all matters

pertaining to park and recreation facilities, current or future educational programs and services, and communication and coordination with local schools and residents, as well as on general policy matters related to the following:

- A. City cooperation with other governmental agencies and civic groups in the advancement of sound recreation and parks planning and programming as well as educational programs or services to meet community needs;
- B. Reviewing the parks and recreation portion of the annual budget/Parks and Recreation Master Plan to make recommendations to the city council and the city manager;
- C. Recommending to the community services director plans for the acquisition, development, beautification and maintenance of public park and recreational areas, including parks, community centers and open space areas;
- D. Recommending standards on organization, staffing, areas and facilities, program and financial support of education, recreation and park activities;
- E. Making periodic inventories of recreation programs and services within the city that exist or may be needed by the public;
- F. Annually advising the city council on the long-range parks and recreation capital improvement program;
- G. Develop procedures to encourage harmonious land use of city, school and park properties;
- H. Develop programs to promote and encourage joint recreational/educational programs with regional schools;
- I. Communicating and providing a liaison to the Las Virgenes Unified School District and private educational institutions in the Calabasas area;
- J. Review community service funding grant applications and make appropriate recommendation to city council; and
- K. Performing such other duties as may be requested from time to time by the city council.

2.41.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

~~2.41.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any commissioner who absents himself or herself from any three regular meetings of the commission in any calendar year, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The chair or vice-chair of the commission shall thereupon promptly notify the city council, and the former commissioner of the fact of the vacancy.~~

2.41.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner unless first authorized and approved by the city council.

SECTION 10. Chapter 2.43 related to the Library Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.43.010 - Creation.

The library commission of the ~~city~~ City of Calabasas is established in accordance with the provisions of Education Code Section 18900, et seq., and may also be known as the library board and commissioners as trustees.

2.43.020 - Membership.

A. The commission shall consist of ~~five (5)~~ six members ~~and an ex-officio, nonvoting member~~ who shall, with the exception of the ~~ex-officio~~ sixth member, be lawful residents of the city and electors during their respective terms of office. ~~A lawfully resident nonelector may also serve on the commission, provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Trustees shall be appointed by the mayor, which appointments shall be subject to city council confirmation. The mayor, with the confirmation of the city council, may reappoint a trustee to an unlimited number of terms. The sixth member shall be an~~ ex-officio, nonvoting member and shall be a community member resident of the City of Hidden Hills and shall be appointed, removed and/or replaced by a majority vote of. ~~The Hidden Hills~~ cCity council ~~shall appoint the ex-officio member.~~



- B. All ~~trustees-commissioners~~ shall hold office for three years. Notwithstanding the expiration of a term, a ~~trustee-commissioner~~ shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new ~~trustee~~commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting ~~trustee~~commissioner for a one-year term.

2.43.030 - Organization.

- A. The commission shall elect a president and president pro tem from among its members, each for a term of one ~~(1)~~-year, at its first regular meeting ~~in November~~ of each year. No person shall serve more than two ~~(2)~~ successive one-year terms in either office. The president, or in the absence of the president pro tem, shall preside over meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of non~~trustee~~commissioners.
- C. The commission may adopt rules and regulations for the transactions of its business pursuant to Education Code Section 18919.
- D. The city manager, or his or her designee, shall serve as the staff liaison to the commission.

2.43.040 - Duties.

The commission shall have the powers and duties specified in Education Code Sections 18910 et seq., and the power and duty to act in an advisory capacity to the city council in all matters pertaining to the management, administration, operation, development, improvement and maintenance of municipal libraries and the provision of library services within the city, including:

- A. Reviewing contracts for library services, acquisitions and equipment and making recommendations to the city council;
- B. Developing and implement library goals and objectives, as well as policies and procedures necessary to provide library services;

- C. Submitting an annual report on the condition of the library to the city council and state librarian on or before August 31st, pursuant to Section 18927 of the California Education Code;
- D. Developing an annual budget with city staff in order to make recommendations to the city council and the city manager;
- E. ~~Communicate~~ Communicating with and ~~provide~~ providing liaison to the "Friends of the Library" and their counterparts in other jurisdictions; and
- F. Performing such other duties as may be requested from time to time by the city council or as may be required by law.

2.43.050 - Regular meetings.

Regular meetings shall be held not less than monthly on a date established from time to time by resolution of the commission as required by Education Code Section 18914.

~~2.43.060 - Absence from meetings.~~

~~Notwithstanding any other provisions of this code, any trustee who absents himself or herself from three regular meetings of the commission in any calendar year, unless excused by the commission by action recorded in its minutes, shall thereby automatically forfeit his or her position. The president or president pro tem of the commission shall thereupon promptly notify the mayor, and the former trustee, of the fact of the vacancy.~~

2.43.070 - Reimbursement for expenses.

The ~~trustee~~ commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any ~~trustee~~ commissioner, unless first authorized and approved by the city council.

SECTION 11. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 12. CONSTRUCTION. To the extent the provisions of the Calabasas Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read prior to the adoption of this ordinance, they shall be construed as continuations of those prior provisions and not as new enactments.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 14. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this 8<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**ITEM 2 ATTACHMENT B  
ORDINANCE NO. 2015-321**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF CALABASAS, CALIFORNIA ADDING CHAPTER 2.27  
AND AMENDING CHAPTERS 2.28, 2.30, 2.36, 2.37,  
2.38, 2.39, 2.40, 2.41 AND 2.43 OF THE CALABASAS  
MUNICIPAL CODE RELATED TO COUNCIL  
COMMISSIONS.**

THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS  
FOLLOWS:

SECTION 1. Chapter 2.27 related to Commission Appointments, Removal  
and Absences of the Calabasas Municipal Code are hereby created to read as  
follows:

2.27.010 – Appointments.

Unless a different procedure is expressly stated elsewhere in Title 2 of this  
Code, each city councilmember shall nominate one commissioner, which  
nomination shall be subject to city council confirmation. The city council may  
reappoint a commissioner to an unlimited number of terms.

2.27.020 – Removals.

The city council, by a majority vote of the entire council, may remove a  
commissioner from office with or without cause. In addition and as a separate  
basis for removal, the nominating councilmember may also remove his/her  
commissioner whom he/she nominated by written notice to the city council and  
may thereafter nominate a new person who shall serve for the balance of the term  
upon council approval.

2.27.030 – Absence from Meetings.

Notwithstanding any other provisions of this code, any commissioner or  
alternate who absents himself or herself from three, consecutive, regular meetings  
of the commission, unless excused by the commission by action recorded in its  
minutes, or who is absent without a recorded excuse, from a total of five regular  
meetings of the commission in any six-month period, shall thereby automatically  
forfeit his or her position. The chair or vice chair of the commission shall thereupon  
promptly notify the city council, and the former commissioner or alternate, of the  
fact of the vacancy.

SECTION 2. Chapter 2.28 related to the Planning Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.28.010 - Creation.

The planning commission of the City of Calabasas is established in accordance with the provisions of Government Code Section 65100, et seq.

2.28.020 - Membership.

- A. The commission shall consist of five members and one alternate, who shall be lawful residents of the city and electors during their respective terms of office. The city council shall appoint the alternate. The city council may reappoint the alternate to an unlimited number of terms.
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated him or her. The alternate shall have a term lasting two years. Notwithstanding the expiration of a term, a commissioner or alternate shall continue until his or her successor has been appointed.
- C. If a vacancy shall occur other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth above and shall serve the unexpired portion of the term.
- D. The alternate may participate in deliberations, but shall not vote unless at least one commissioner is absent or abstains from a matter due to an actual or potential conflict of interest.

2.28.030 - Organization.

- A. The commission shall elect a chair and a vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive terms in either office. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.

- D. The community development director, or such other person as is designated by the city manager to do so, shall serve as secretary of the commission.

#### 2.28.040 - Duties.

The commission shall have the power and duty, except as otherwise provided by law, to:

- A. Prepare and recommend to the city council a comprehensive long-term general plan and amendments to that plan for the physical development of the city and of any land outside its boundaries which in the commission's judgment bears relation to the city's planning;
- B. Investigate and make recommendations to the city council regarding reasonable and practical means for effectuating the General Plan to guide the orderly growth and development of the city, and as a basis for the efficient expenditure of capital improvement funds relating to the subjects of the General Plan;
- C. Render an annual report to the city council on the status of the General Plan and progress in its application consistently with Government Code Section 65400;
- D. Review proposals for acquisition of property for street, park or other public purposes and report to the city council regarding the conformity of such acquisitions with the General Plan as required by Government Code Section 65402;
- E. Make recommendations to the city council regarding the adoption and amendment of specific plans;
- F. Hold public hearings on any proposed amendment to the city's zoning ordinance and render written recommendations to the city council;
- G. Hear and approve, conditionally approve or deny applications for conditional use, variances, subdivisions or other permits and approvals provided by the zoning and subdivision ordinances of the city, subject to appeal to the city council if and as authorized by this code; and
- H. Perform other functions as provided by state law, this code, or city council direction.

#### 2.28.050 - Regular meetings.

Regular meetings of the commission shall be held on the second and fourth Thursday of each month, or the next succeeding day which is not a holiday, at seven p.m., or at such other time as the commission may recommend and the city council may establish by resolution.

#### 2.28.070 - Compensation and expenses.

Each commissioner shall receive compensation in the amount of fifty dollars (\$50.00) for each commission meeting attended or such other amount as may be established by resolution of the city council. No additional compensation shall be paid to commissioners, but commissioners may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

#### 2.28.080 - Appeal from commission decision.

- A. Commission decisions from which an appeal may be taken under this code become final at five p.m. on the tenth business (10th) day after the decision unless, prior to that time, an appeal or call for review by the city council is filed in writing in the office of the city clerk, as provided for in this Chapter 2.28 and by Chapter 17.74. Nonappealable decisions are final when rendered.
- B. Appeals. Appeals may be initiated by:
  - 1. The applicant;
  - 2. An owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or
  - 3. An individual who or organization that presented written or oral testimony to the commission at a public hearing on the matter from which the appeal is taken.
- C. Call for Review. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon the written request of any two city councilmembers.
- D. A timely appeal or call for review shall stay the decision and no permit may issue with respect to that decision until the city council has acted on the matter.

- E. The fee for an appeal of a commission decision shall be established from time to time by city council resolution.

SECTION 3. Chapter 2.30 related to the Historic Preservation Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.30.010 - Creation.

An historic preservation commission is established in accordance with the provisions of this code and may be known and referred to as the "Calabasas Historic Preservation Commission," the "Historic Preservation Commission," or the "Commission."

2.30.020 - Membership.

- A. The commission shall consist of six members. The five voting members shall be lawful residents of the city and electors during their respective terms of office. The sixth member shall be an ex-officio, nonvoting member and a member of the Calabasas-Las Virgenes Historical Society and is not required to be a resident of the city. The Board of Directors of the Calabasas-Las Virgenes Historical Society shall nominate the nonvoting member, which nomination shall be subject to city council confirmation.
- B. Commissioners nominated by individual city councilmembers shall have terms lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated him or her. The ex-officio, non-voting member shall have a term lasting two years. Notwithstanding the expiration of a term, a commissioner or alternate shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term.

D. Required Qualifications.

All members should have a demonstrated interest in Calabasas' historical, architectural and cultural heritage and have special interest, knowledge, or training in fields closely related to historic preservation. Such fields include architecture, history, landscape architecture, architectural history, planning, archaeology, urban design, geography, real estate, law, finance, building trades or related areas.

E. Desired Qualifications.



1. If possible, the city council shall appoint at least two members to the commission who are professionals in the fields or disciplines of architecture, landscape architecture, history, architectural history, urban planning, American studies, geography, archaeology, or other historic preservation-related disciplines to the extent that such professionals are available in the community.

#### 2.30.040 - Organization.

- A. The commission shall elect a chair and a vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive terms. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. With the consent of the city council, the commission may also appoint such other officers as may be necessary for the administration of its business, at the same time and for like terms.
- C. The commission may appoint committees from its membership and, with the consent of the city council, appoint advisory committees from other interested public and private groups.
- D. The commission may adopt rules and regulations for the transaction of its business. The commission is subject to the Ralph M. Brown Act, Section 54950, et seq., of the Government Code.
- E. The city's historic preservation officer shall serve as secretary of the commission.

#### 2.30.050 - Powers and duties.

The historic preservation commission shall have the following powers and duties as specified in Chapter 17.36 of this code.

- A. Recommend for adoption by the city council criteria for, and upon appropriation of necessary funds by the council, conduct or cause to be conducted, a comprehensive survey in conformance with state and federal survey standards, policies and guidelines of historical resources within the boundaries of the city, and to publicize and periodically update the survey results.
- B. The authority to hear and decide the following.
  1. Applications for certificates of appropriateness;

2. Applications for certificates of economic hardship.
- C. The authority to hear and make recommendations to the city council regarding the following:
1. Applications for designations of historic landmarks, landscapes and districts;
  2. Applications for placement of landmarks or districts on the National Register of Historical Places or the California Register of Historical Resources;
  3. Applications for Mills Act contracts.
- D. Authority to act upon an appeal of any order, requirement, permit, decision, or determination of the city's historic preservation officer concerning historical resources under this development code.
- E. Maintain a local register of designated historic landmarks, landscapes and districts consistent with those criteria contained in the National Register of Historic Places and the California Register of Historical Resources, including all information required for each designation.
- F. The authority to review and make recommendations to the appropriate approval body regarding all projects within the Commercial Old Town (CT) Zone.
- G. Undertake any other action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the historic preservation program.

#### 2.30.060 - Meetings.

Regular meetings of the historic preservation commission shall be held quarterly, on the second Wednesday of the month, in the months of January, April, July and October, at the hour of seven p.m.; or the next succeeding day which is not a holiday; or at such other times as may be established by resolution of the city council. Regular meetings may be adjourned by public announcement to a specified date, and any such adjourned meeting shall be deemed a regular meeting. Special meetings may be called as provided in the Ralph M. Brown Act and shall be convened as necessary to ensure that actions required of the commission under this code are consistent with the requirements of the Permit Streamlining Act, Government Code Section 65950, et seq., and that projects which require approval

from both the historic preservation commission and the planning commission are considered consistently with the deadlines established in that Act.

#### 2.30.080 - Records.

The secretary of the historic preservation commission shall cause proper records to be kept of all the commission's official acts, proceedings and resolutions, which shall be public records. The commission shall make reports to the city council as provided for in the state planning law (Government Code Section 65400), and as provided by the council.

#### 2.30.090 - City historic preservation officer (CHPO).

The community development director, or his or her designee, shall serve as the city's historic preservation officer (CHPO) and as secretary to the historic preservation commission. The historic preservation officer shall maintain a record of all commission resolutions, proceedings and actions, in addition to the other duties specified herein.

#### 2.30.100 - Appeal from commission decision.

- A. Historic preservation commission decisions shall become final at five p.m. on the tenth day next succeeding the date of the decision unless, prior to that hour, an appeal is filed in accordance with Chapter 17.74
- B. In addition to the requirements of Chapter 17.74, the following requirements shall apply to appeals of commission decisions.
  - 1. The filing of an appeal within the time limit herein specified shall stay the order of the commission and the issuance of any permits predicated thereon until the city council has acted on the appeal.
  - 2. Appeals shall be heard and decided by the planning commission.
  - 3. The fee for an appeal of the commission's decision shall be established by city council resolution, as amended.
  - 4. In meeting the requirements of Section 17.74.030, the grounds for an appeal shall be based upon a claim that the commission erred in its decision, and the appeal shall state the reasons the commission erred.

SECTION 4. Chapter 2.36 related to the Traffic and Transportation Commission of the Calabasas Municipal Code is hereby amended to read as follows:

#### 2.36.010 - Creation.

The traffic and transportation commission of the City of Calabasas is established.

#### 2.36.020 - Membership.

- A. The commission shall consist of five members who shall be lawful residents of the city and electors during their respective terms of office.
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

#### 2.36.030 - Organization.

- A. The commission shall elect a chair and vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The transportation director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.36.040 - Duties.

When requested by the city council, the commission will advise the planning commission and/or city council on general policy matters related to the following:

- A. Traffic concerns originating by or through the city council, planning commission, traffic and transportation commission, general public, or city staff;
- B. Community goals regarding traffic and circulation;
- C. Investigating and making recommendations to the city council and/or city staff regarding traffic control devices including, but not limited to, traffic signals, signs, striping within the city; and
- D. Such other duties as may be requested from time to time by the city council.

#### 2.36.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

#### 2.36.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 5. Chapter 2.37 related to the Public Safety Commission of the Calabasas Municipal Code is hereby amended to read as follows:

#### 2.37.010 - Creation.

The public safety commission of the City of Calabasas is created.

#### 2.37.020 - Membership.

- A. The commission shall consist of six members who shall be lawful residents of the city and electors during their respective terms of office. The sixth member shall be appointed from the members of the Calabasas Emergency Response Program (CERP) or its successor city emergency response organization.

- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. The commissioner nominated from the CERP or its successor organization shall have a term lasting two years. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

#### 2.37.030 - Organization.

- A. The commission shall elect a chair and vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The city manager, or his or her designee, shall serve as the staff liaison to the commission.

#### 2.37.040 - Duties.

When requested by the city council, the commission will advise the city council on matters related to public safety, crime and fire prevention, emergency preparedness and response, service contracts with public safety agencies and related matters. In its advisory role, the commission will make recommendations to the city council regarding budgets for public safety services and perform such other functions as the city council may direct.

2.37.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

2.37.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 6. Chapter 2.38 related to the Communications and Technology Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.38.010 - Creation.

The communications and technology commission of the City of Calabasas is created.

2.38.020 - Membership.

- A. The commission shall consist of five members who shall be lawful residents of the city and electors during their respective terms of office.
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

2.38.030 - Organization.

- A. The commission shall elect a chair and vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The media operations director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.38.040 - Duties.

The purpose of the commission is to advise the city council on various matters relating to the city's video service providers, telecommunications issues, communication technology, and other relevant emerging technologies. In addition, the commission acts as a planning commission when reviewing and approving wireless telecommunications facilities.

The objectives of the commission include the following:

- A. Monitoring state franchised video service providers and, to the extent permitted by federal, state, and city law and regulation, recommending enforcement actions for consideration by the city council;
- B. Monitoring the status of state and federal legislation and relevant case law regarding wired and wireless telecommunications and cable television issues, making recommendations to the city council on actions to take in light of these issues and performing any additional duties related hereto as requested by the city council;
- C. Providing input on programming and production for CTV, the Calabasas channel, and on the content of the city's website;
- D. Acting as a planning commission of the city with respect to wireless communication facilities, holding public hearings on proposed applications and related conditional use permits, and related actions as provided by Section 17.12.050(1) of this Code;



- E. Monitoring and recommending adoption of or further consideration of technologies to the city council;
- F. Overseeing the issuance of permits for film and video production; and
- G. Performing such other duties as may be requested from time to time by the city council.

2.38.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

2.38.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 7. Chapter 2.39 related to the Environmental Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.39.010 - Creation.

The environmental commission of the City of Calabasas is established. The commission shall constitute, and may also from time to time be referred to as, the tree board of the City of Calabasas and fulfills the standards of the National Arbor Day Foundation for the city to maintain its status as a Tree City USA.

2.39.020 - Membership.

- A. The commission shall consist of five members who shall be lawful residents of the city and electors during their respective terms of office. .
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term to which he or she is appointed.

D. The commission may appoint or reappoint one high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

#### 2.39.030 - Organization.

A. The commission shall elect a chair and vice chair from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice chair, shall preside over meetings of the commission.

B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.

C. With the consent of the city council, the commission may adopt rules and regulations for the transaction of its business.

D. The public works director and his/her designee shall serve as the secretary of the commission.

#### 2.39.040 - Duties.

A. When requested by the city council, the commission will advise the planning commission and/or city council on general policy matters related to the following:

1. Air quality, including transportation alternatives, stationary sources and mobile sources;
2. Waste management, including municipal solid waste management and compliance with AB 939, and hazard and toxic waste management;
3. Water quality, including National Pollutant Discharge Elimination System (NPDES) requirements, watershed protection; stormwater discharge and
4. Flora and fauna, including habitat and species diversity, wildlife protection, and protection of trees;
5. Resources, including water conservation and energy conservation, green space and scenic beauty;
6. Public education programs and events, regarding such topic areas as listed and regarding other appropriate environmental issues.

- B. As the tree board, the commission will also be responsible for the following:
1. The commission is to consider and propose recommendations for the adoption of the Urban Forestry Master Plan and to make recommendations to carry out the policies and goals of the plan pursuant to the California Urban Forestry Act of 1978, California Public Resources Code Section 4799.06 et seq., including making recommendations for updates to the plan;
  2. Continued education for the care and welfare of trees;
  3. At the request of city council, the commission shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

2.39.050 - Regular meetings.

Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

2.39.070 - Reimbursement of expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner unless first authorized and approved by the city council.

SECTION 7. Chapter 2.40 related to the Architectural Review Panel of the Calabasas Municipal Code is hereby amended to read as follows:

2.40.010 - Architectural review panel creation.

An architectural review panel (ARP) is created in and for the City of Calabasas.

2.40.020 - Membership.

The architectural review panel shall consist of the following members:

- A. Five members, with two members to serve as alternate members, residing in or near the city of Calabasas or conducting business in the city, at the time of appointment and during their respective terms of office. A majority vote of the entire planning commission is required to appoint members.

Each member may serve an unlimited number of terms subject to periodic planning commission reappointment.

1. At least one member of the architectural review panel shall be a licensed architect.
  2. Other members of the panel shall be persons who, as a result of their training, experience and attainments, are qualified to analyze and interpret architectural and site planning information, including, but not limited to, licensed landscape architects, urban planners, engineers and builders/developers.
  3. A preference shall be given to the appointment of Calabasas residents meeting the panel's qualifications.
- B. Any member of the panel may be removed from office with or without cause by a majority vote of the entire planning commission.
- C. All terms of office shall run for a period of two years. The terms of office for each member shall continue to and include October 30th of the year in which the term shall expire, and thereafter until a successor is appointed.
- D. If a vacancy occurs other than by term expiration, the planning commission shall fill such vacancy by appointment for the unexpired portion of the term.
- E. The alternate members shall attend and participate in meetings of, and deliberate on matters before, the architectural review panel, as necessary to fill in for any absent member(s).

#### 2.40.030 - Organization.

- A. The panel shall elect a chair and a vice chair from among its members, each for a term of one year. No person shall serve more than two successive terms in either position. The chair, or in the absence of the chair, the vice chair, shall preside over the meetings of the panel.
- B. The community development director, or such other person as is designated by the city manager to do so, shall serve as secretary of the panel.

#### 2.40.040 - Duties.

The purpose of the panel is to make advisory recommendations to the planning commission and the city council in all matters pertaining to site plan reviews, and evaluating architectural designs of buildings and other structures, landscape plans

and other site features. Procedures in this section for site plan reviews, and evaluating architectural designs of buildings and other structures, landscape plans and other site features are established to pursue the following purposes:

- A. To preserve and enhance the beauty of the city's natural and built environment;
- B. To encourage individual building scale and character consistent with the existing community;
- C. To discourage development of individual buildings that dominate the cityscape or attract attention to themselves through inappropriate color, mass, or architectural expression;
- D. To ensure that new development, and the alteration or enlargement of existing development, maintain the attractiveness and character of the city, especially as projects are seen from city streets, freeway and scenic corridors, adjacent properties, and from neighboring communities;
- E. To maintain and improve the quality of, and relationship among, individual buildings, and between structures and their sites, so that groups of structures contribute to neighborhood and community attractiveness;
- F. To ensure that:
  - 1. Site landscaping provides visually pleasing settings for structures,
  - 2. Proposed landscaping blends harmoniously with the natural landscape,
  - 3. Appropriate landscape themes and variations support the design and function of the structures to which they relate,
  - 4. Views of structures from off-site are softened or screened;
- G. To encourage the highest quality of architectural design, energy efficiency, minimal use of toxic materials during construction, maximum use of natural materials, and emphasis on construction methods which are least disruptive to the site and to the community;
- H. To balance private prerogatives and preferences with the public interest and welfare;
- I. In order to achieve these purposes, except for projects zoned Commercial, Old Town (CT), the architectural review panel shall review the architecture

and landscape architecture of all commercial projects and signage and residential projects within scenic corridors, Master Plan and the Old Topanga/Highlands Overlay Areas, proposed subdivisions, hillside developments. The architectural review panel may also review other projects the community development director or planning commission deem appropriate for the panel's review, including projects zoned Commercial, Old Town (CT). The panel shall limit its advice to architecture, site planning, landscaping, signage and streetscape design. The panel shall perform such other advisory duties as the planning commission may request from time to time.

#### 2.40.050 - Regular meetings.

Regular meetings shall be held not less than monthly on a date established from time to time by resolution of the panel.

#### 2.40.060 - Absence from meetings.

Notwithstanding any other provisions of this code, any panelist who absents himself or herself from three regular meetings of the panel in any calendar year, unless excused by the panel by action recorded in its minutes, shall thereby automatically forfeit his or her position. The panel chair or vice chair shall thereupon promptly notify the planning commission, and the former panelist, of the fact of the vacancy.

#### 2.40.070 - Reimbursement for expenses.

The panelists shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the panel or any panelist, unless first authorized and approved by the city council.

SECTION 9. Chapter 2.41 related to the Parks, Recreation and Education Commission of the Calabasas Municipal Code is hereby amended to read as follows:

#### 2.41.010 - Creation.

The parks, recreation and education commission of the City of Calabasas is established.

#### 2.41.020 - Membership.

- A. The commission shall consist of seven members, who shall be lawful residents of the city and electors during their respective terms of office. The sixth member shall be the chair of the Calabasas Arts Council or his or her designee and shall be subject to city council confirmation. The seventh member shall be nominated by the Calabasas Savvy Seniors Advisory Group, which nomination shall be subject to city council confirmation.
- B. Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. The Calabasas Arts Council chair and the Calabasas Savvy Seniors Advisory Group member shall have terms lasting two years. Notwithstanding the expiration of a term, a commissioner shall continue to serve until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

#### 2.41.030 - Organization.

- A. The commission shall appoint a chair and a vice chair pro tem from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of chair, the vice chair, shall preside over the meetings of the commission.
- B. The commission may appoint standing or ad hoc subcommittees from its membership and, with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transactions of its business.
- D. The community services director, or such other person as is designated by the city manager to do so, shall serve as the secretary of the commission.

#### 2.41.040 - Duties.

The commission will fulfill any function assigned by this code to the parks and recreation commission or to the education commission. In addition, when requested

by the city council, the commission will advise the city council on all matters pertaining to park and recreation facilities, current or future educational programs and services, and communication and coordination with local schools and residents, as well as on general policy matters related to the following:

- A. City cooperation with other governmental agencies and civic groups in the advancement of sound recreation and parks planning and programming as well as educational programs or services to meet community needs;
- B. Reviewing the parks and recreation portion of the annual budget/Parks and Recreation Master Plan to make recommendations to the city council and the city manager;
- C. Recommending to the community services director plans for the acquisition, development, beautification and maintenance of public park and recreational areas, including parks, community centers and open space areas;
- D. Recommending standards on organization, staffing, areas and facilities, program and financial support of education, recreation and park activities;
- E. Making periodic inventories of recreation programs and services within the city that exist or may be needed by the public;
- F. Annually advising the city council on the long-range parks and recreation capital improvement program;
- G. Develop procedures to encourage harmonious land use of city, school and park properties;
- H. Develop programs to promote and encourage joint recreational/educational programs with regional schools;
- I. Communicating and providing a liaison to the Las Virgenes Unified School District and private educational institutions in the Calabasas area;
- J. Review community service funding grant applications and make appropriate recommendation to city council; and
- K. Performing such other duties as may be requested from time to time by the city council.

2.41.050 - Regular meetings.



Regular meetings shall be held not less than quarterly on a date established from time to time by resolution of the commission.

2.41.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner unless first authorized and approved by the city council.

SECTION 10. Chapter 2.43 related to the Library Commission of the Calabasas Municipal Code is hereby amended to read as follows:

2.43.010 - Creation.

The library commission of the City of Calabasas is established in accordance with the provisions of Education Code Section 18900, et seq., and may also be known as the library board and commissioners as trustees.

2.43.020 - Membership.

- A. The commission shall consist of six members who shall, with the exception of the sixth member, be lawful residents of the city and electors during their respective terms of office. The sixth member shall be an ex-officio, nonvoting member and shall be a resident of the City of Hidden Hills and shall be appointed, removed and/or replaced by a majority vote of the Hidden Hills city council.
- B. All commissioners shall hold office for three years. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner as set forth in this section and shall serve the unexpired portion of the term.
- D. The commission may appoint or reappoint a high school student lawfully resident in the city as a nonvoting commissioner for a one-year term.

2.43.030 - Organization.

- A. The commission shall elect a president and president pro tem from among its members, each for a term of one year, at its first regular meeting of each year. No person shall serve more than two successive one-year terms in either office.

The president, or in the absence of the president pro tem, shall preside over meetings of the commission.

- B. The commission may appoint standing or ad hoc subcommittees from its membership and with the consent of the city council, may appoint advisory committees comprised of noncommissioners.
- C. The commission may adopt rules and regulations for the transaction of its business pursuant to Education Code Section 18919.
- D. The city manager, or his or her designee, shall serve as the staff liaison to the commission.

#### 2.43.040 - Duties.

The commission shall have the powers and duties specified in Education Code Sections 18910 et seq., and the power and duty to act in an advisory capacity to the city council in all matters pertaining to the management, administration, operation, development, improvement and maintenance of municipal libraries and the provision of library services within the city, including:

- A. Reviewing contracts for library services, acquisitions and equipment and making recommendations to the city council;
- B. Developing and implement library goals and objectives, as well as policies and procedures necessary to provide library services;
- C. Submitting an annual report on the condition of the library to the city council and state librarian on or before August 31st, pursuant to Section 18927 of the California Education Code;
- D. Developing an annual budget with city staff in order to make recommendations to the city council and the city manager;
- E. Communicating with and providing liaison to the "Friends of the Library" and their counterparts in other jurisdictions; and
- F. Performing such other duties as may be requested from time to time by the city council or as may be required by law.

#### 2.43.050 - Regular meetings.

Regular meetings shall be held not less than monthly on a date established from time to time by resolution of the commission as required by Education Code Section 18914.

2.43.070 - Reimbursement for expenses.

The commissioners shall serve without compensation, but may receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. No expense of any kind shall be incurred by the commission or any commissioner, unless first authorized and approved by the city council.

SECTION 11. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 12. CONSTRUCTION. To the extent the provisions of the Calabasas Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read prior to the adoption of this ordinance, they shall be construed as continuations of those prior provisions and not as new enactments.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 14. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this 8<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 30, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF ORDINANCE NO. 2015-323 OF THE CITY COUNCIL OF THE CITY OF CALABASAS TO AMEND CALABASAS MUNICIPAL CODE, SECTION 17.12.050 RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES TO ADD PROVISIONS CREATING A SEPARATE APPLICATION AND APPROVAL PROCESS FOR WIRELESS FACILITY PERMIT APPLICATIONS COVERED UNDER SECTION 6409(A) OF THE MIDDLE CLASS TAX RELIEF AND JOB CREATION ACT OF 2012, 47 U.S.C. SECTION 1455(A).**

**MEETING DATE: APRIL 8, 2015**

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 215-323, amending Section 17.12.050 of the City of Calabasas Land Use and Development Code, related to Antennas/Personal Wireless Telecommunications Facilities, to add provisions creating a separate application and approval process for wireless facility permit applications covered under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. Section 1455(a).

**DISCUSSION/ANALYSIS:**

At the March 11, 2015 City Council meeting, Ordinance No. 2015-323 was introduced following a public hearing. It is now the appropriate time for this ordinance to be formally adopted. Furthermore, Ordinance No. 2015-322-U will be automatically repealed as soon as Ordinance No. 2015-323 goes into effect, thirty days after the City Council adopts it.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Ordinance No. 2015-323.

**ATTACHMENTS:**

A: Ordinance No. 2015-323. Exhibit A to Ordinance No. 2015-323 is Chapter 17.12.050 of the Calabasas Municipal Code with the changes shown in redlines. Exhibit B to the Ordinance No. 2015-323 is Chapter 17.12.050 as modified by this ordinance.

ORDINANCE NO. 2015-323

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CALABASAS MUNICIPAL CODE, SECTION 17.12.050 RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES TO ADD PROVISIONS CREATING A SEPARATE APPLICATION AND APPROVAL PROCESS FOR WIRELESS FACILITY PERMIT APPLICATIONS COVERED UNDER SECTION 6409(A) OF THE MIDDLE CLASS TAX RELIEF AND JOB CREATION ACT OF 2012, 47 U.S.C. SECTION 1455(A).**

**WHEREAS**, the City Council of the City of Calabasas, California (the "City Council") has considered all of the evidence including, but not limited to, the Communications and Technology Commission Resolution, Planning Division staff reports and attachments, and public testimony before making a final decision; and

**WHEREAS**, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub.L No. 112-96, 126 Stat. 156, codified at 47 U.S.C. § 1455) provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1)); and

**WHEREAS**, on December 17, 2014, the Federal Communications Commission adopted regulations implementing Section 6409, codified at 47 C.F.R. §§ 1.40001, et seq.; and

**WHEREAS**, in order to comply with Section 6409 and the Federal Communications Commission's implementing regulations, the City Council intends to adopt this Land Use and Development Code amendment; and

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

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

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

**WHEREAS**, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and because the proposed action is not a project under Section 15378(b)(5) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance with the CEQA guidelines; and

**WHEREAS**, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas General Plan; all reports, testimony, and transcripts from the Communications and Technology Commission's February 17, 2015 meeting; and reports, and testimony at the City Council's March 11, 2015 meeting.

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

**SECTION 1.** Based upon the foregoing the City Council finds:

1. Notice of the March 11, 2015 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Agoura Hills/Calabasas Community Center, Gelson's Market and at Calabasas City Hall.
2. Notice of the March 11, 2015 City Council public hearing was posted in the *Acorn* ten (10) days prior to the hearings.
3. Notice of the March 11, 2015 City Council public hearing included the information set forth in Government Code Section 65009, subdivision (b)(2).
4. Following a public hearing held on February 17, 2015, the Communications and Technology Commission adopted Resolution No. 2015-035 recommending to the City Council approval of File No. 150000009.

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

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

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

The proposed amendment meets this finding because it maintains and strengthens the policies of the General Plan, including those in the Services, Infrastructure & Technology Element that are intended to encourage the development and maintenance of fast and secure communications networks in order to allow residents to take advantage of the benefits of personal wireless services. Specifically, the proposed amendment will encourage access to fast and secure broadband networks, as called for by Policy XII-35, by ensuring that the City's wireless facility ordinance complies with applicable federal law. The Federal Communications Commission recently adopted regulations implementing Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub.L No. 112-96, 126 Stat. 156, codified at 47 U.S.C. § 1455) which provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1); 47 C.F.R. §§ 1.40001, et seq.) The proposed amendment complies with this federal law, which requires a streamlined review process for, and limits the City's power to deny, certain proposed modifications of existing wireless telecommunication facilities, while preserving to the maximum extent possible the City's procedural and substantive requirements for modifications to existing wireless telecommunication facilities.

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

The proposed amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City as the proposed amendment does not modify either the radio frequency emissions standards applicable to personal wireless telecommunications facilities, which are set by the Federal Communications Commission, or the health and safety requirements of Title 15 of the Calabasas Municipal Code. The proposed amendment complies with federal law by creating a streamlined review process and specifying required findings for approval of certain federally protected proposed modifications to existing wireless telecommunications facilities. The proposed amendment does not change any health or safety standard and does not permit approval of any modifications to existing wireless telecommunications facilities that violate the health and safety requirements of Title 15 of the Calabasas Municipal Code or any other applicable law.



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

The Council finds that the proposed amendment is exempt from CEQA review because there is no possibility that this amendment, which does not directly authorize any new construction or development, may have a significant effect upon the environment. Under CEQA Guidelines Section 15061(b)(3), a project is exempt when there is no possibility that it may have a significant effect on the environment. The proposed amendment does not authorize any new construction or development; rather it modifies the City's existing standards for reviewing and approval proposed modifications to wireless telecommunications facilities to comply with federal law. Further, every proposed wireless communication facility governed by the proposed amendment will receive individualized CEQA review unless otherwise exempt under CEQA, including applications deemed approved under federal law and thus not a project under CEQA because a deemed approved application does not involve a discretionary decision. Accordingly, the Council finds that the proposed amendment is exempt from CEQA under Guidelines Section 15061(b)(3) because there is no possibility that that it will have a significant effect on the environment.

Additionally, the Council finds that the proposed amendment, adopting provisions necessary to comply with Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub.L No. 112-96, 126 Stat. 156, codified at 47 U.S.C. § 1455), does not qualify as a "project" under CEQA Guidelines Section 15378(b)(5). Section 6409(a) requires that State and local governments "may not deny, and shall approve" any "eligible facilities request" for collocation or modification of wireless transmission equipment so long as it does not "substantially change the physical dimensions of the existing wireless tower or base station." Under CEQA Guidelines Section 15378(b)(5), a "project" does not include "administrative activities of governments that will not result in direct or indirect physical changes in the environment." The proposed amendment is an administrative activity because it creates an administrative process to determine whether federal law mandates that the City approve an application for a modification to an existing wireless telecommunications facility. The proposed amendment will not "result in direct or indirect physical changes in the environment" because federal regulations deem all applications for the modification of existing wireless towers and base stations granted so long as such modification does not substantially change the physical dimensions of the wireless tower or base station. Any physical changes in the environment will therefore occur whether the City adopts the regulations or not. Accordingly, the Council finds that the regulations related to Section 6409(a) in the proposed amendment do not qualify as a "project" under CEQA Guidelines Section 15378(b)(5) because it

constitutes administrative activities of government that do not directly or indirectly result in any physical changes in the environment. A Notice of Exemption has been prepared.

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

The proposed amendment complies with federal law by creating a streamlined review process and specifying required findings for approval of certain federally protected proposed modifications to existing wireless telecommunications facilities. The proposed amendment also clarifies which proposed modifications to existing wireless telecommunications facilities must be approved by a wireless facility permit and which must be approved by the new, streamlined wireless facility minor modification permit. The new requirements for certain federally protected proposed modifications to existing wireless telecommunication facilities fit within the context of the wireless facility ordinance and do not conflict with any other provision of the Development Code, therefore, the proposed amendment meets this finding.

**SECTION 3.** Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (B)(4) is hereby amended to read as follows (pg. 1 on Exhibit A). Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

4. All facilities for which applications have been previously approved, but are now or hereafter: ~~(a) expanded or (b) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (c) when one or more new bands of service are activated shall comply with this section~~ modified.

**SECTION 4.** Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(1) is hereby amended to read as follows (pgs. 1-2 on Exhibit A):

1. Permit Requirements. No new personal wireless telecommunication facility shall be ~~(a) installed, (b) expanded, (c) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (d) when one or more new bands of service are activated,~~ until the applicant or operator has obtained: (i) a wireless facility permit, (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. All modifications to an existing personal wireless telecommunications facility that do not meet the findings of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility permit, in

addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. Applications for wireless facility permits ~~new facilities and substantial modifications to existing facilities~~ shall be first reviewed by the development review committee. All applications for wireless facility permits will be scheduled for a public hearing before the commission in accordance with Section 17.12.050(LK) and Chapter 17.78 of this code. The commission shall determine if a proposed project for which a wireless facility permit is required is the least intrusive means to close a significant gap in the applicant's service coverage. All modifications to an existing personal wireless facility that meet the conditions of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit.

**SECTION 5.** Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(2) is hereby amended to read as follows (pg. 2 on Exhibit A):

2. Wireless Facility Permit Application Content. Applications for the approval of wireless facility permits for personal wireless telecommunication facilities shall include, but are not necessarily limited to, an application fee and the following information, in addition to all other information required by the city for a wireless facility permit application pursuant to Chapter 17.60 of this title:

**SECTION 6.** Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(c) is hereby added to read as follows (pg. 2 on Exhibit A):

- c. For new facilities, the plans shall include (in plan view and elevations) a scaled depiction of the maximum permitted increase as authorized by Section 6409(a) of the 2012 Middle Class Tax Relief Act, using the proposed project as a baseline; and

**SECTION 7.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(c) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(d) (pg. 2 on Exhibit A).

**SECTION 8.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(d) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(e) (pg. 2 on Exhibit A).

**SECTION 9.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(e) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(f) (pgs. 2-3 on Exhibit A).

**SECTION 10.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(f) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(g) (pg. 3 on Exhibit A).

**SECTION 11.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(g) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(h) (pg. 3 on Exhibit A).

**SECTION 12.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(h) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(i) (pg. 3 on Exhibit A).

**SECTION 13.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(i) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(j) (pg. 3 on Exhibit A).

**SECTION 14.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (C)(2)(j) is hereby renumbered to be Section 17.12.050, subsection (C)(2)(k) (pg. 3 on Exhibit A).

**SECTION 15.** Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C)(3) is hereby amended to read as follows (pg. 3 on Exhibit A):

3. Wireless Facility Permit Preferred Zones and Locations. When doing so would not conflict with one of the standards set forth in this subsection (C) or with federal law, personal wireless telecommunication facilities subject to the approval of a wireless facility permit shall be located in the most appropriate location as described in this subsection (3), which range from the most appropriate to the least appropriate. Nothing in this section shall detract from the requirements of Section 17.12.050(C)(4)(a) below.
  - i. Collocation on an existing facility in a commercial zone;
  - ii. Collocation on an existing structure or utility pole in a commercial zone;
  - iii. Location on a new structure in a commercial zone;
  - iv. Collocation on an existing facility in a public facility or recreation zone;
  - v. Location on an existing structure or utility pole in a public facility or recreation zone;
  - vi. Location on a new structure in a public facility or recreation zone;

No new facility may be placed in a less appropriate area unless the applicant demonstrates to the satisfaction of the commission that no more appropriate location can feasibly serve the area the facility is intended to serve provided, however, that the commission may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

**SECTION 16.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(4)(a) is hereby amended to read as follows (pg. 3-4 on Exhibit A):

- a. All new personal wireless telecommunication facilities shall be set back at least one thousand (1,000) feet from schools, dwelling units and parks, as measured from the closest point of the personal wireless telecommunication facility (including accessory equipment) to the applicable property line, unless an applicant establishes that a lesser setback is necessary to close a significant gap in the applicant's personal communication service, and the proposed personal wireless telecommunication facility is the least intrusive means to do so. An applicant who seeks to increase the height of an existing personal wireless telecommunication facility, or of its antennas, located less than one thousand (1,000) feet from a school, dwelling unit or park and who is subject to the approval of a wireless facility permit for the proposed height increase must establish that such increase is necessary to close a significant gap in the applicant's personal communication service, and the proposed increase is the least intrusive means to do so.

**SECTION 17.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(4)(f) is hereby amended to read as follows (pg. 4 on Exhibit A):

- f. If the majority of radio frequency coverage from the proposed facility is outside the city limits, the applicant must, in addition to the other requirements of this section, prove that the applicant is unable to locate the proposed new facility within the locale or locales that will receive the majority of the coverage from the proposed personal wireless telecommunications facility, and that no other feasible location for the facility exists outside of the city limits. That an applicant for a wireless facility permit in the city has been denied a wireless facility, antenna, or wireless coverage in another jurisdiction shall not be considered evidence or proof that the applicant is unable to locate in another jurisdiction.

**SECTION 18.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(5) is hereby amended to read as follows (pg. 4 on Exhibit A):

5. Independent Expert Review. The city shall retain ~~an~~ one or more independent, qualified consultants to review any application for a wireless facility permit for a

~~new~~ personal wireless telecommunication facility or for a wireless facility minor modification permit ~~or modification to an existing personal wireless telecommunication facility~~. The review is intended to be a review of technical aspects of the proposed wireless telecommunication facility or modification of an existing wireless telecommunication facility and shall address any or all of the following, as applicable:

- a. For wireless facility permits, Wwhether the proposed wireless telecommunication facility is necessary to close a significant gap in coverage and is the least intrusive means of doing so;
- b. The accuracy and completeness of submissions;
- c. For wireless facility permits, tTechnical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;
- d. The applicability of analysis techniques and methodologies;
- e. For wireless facility permits, tThe viability of alternative sites and alternative designs; and
- f. For wireless facility permits, an analysis of the potential expansion that would be considered an eligible facility request under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012; and
- g. Any other specific technical issues designated by the city.

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

**SECTION 19.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(6) is hereby amended to read as follows (pg. 4 on Exhibit A):

6. Conditions of Approval. All facilities subject to a wireless facility permit or wireless facility minor modification permit approved under this section shall be subject to the following conditions, as applicable:

**SECTION 20.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(6)(e) is hereby amended to read as follows (pgs. 5-6 on Exhibit A):

- e. The owner or operator of any personal wireless telecommunication facility approved by a wireless facility permit under this subsection C of this Section 17.12.050 shall cooperate with the director to: (1) verify that the facility design conforms with relevant building and safety requirements; and (2) verify that the facility complies with the requirements of Section 17.12.050 of the Calabasas Municipal Code.

**SECTION 21.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(6)(i) is hereby amended to read as follows (pg. 6 on Exhibit A):

- i. A personal wireless telecommunication facility approved by a wireless facility permit may operate only until the tenth anniversary of the date it is first placed into service, unless that sunset date is extended by additional term(s) not to exceed ten (10) years pursuant to a wireless facility permit issued under this Section 17.12.050. There is no limit to the number of times the sunset date for a facility may be extended.

**SECTION 22.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (C)(7) is hereby amended to read as follows (pg. 6 on Exhibit A):

7. Wireless Facility Permit Findings. In addition to the findings required in Section 17.62.060 of this code, no wireless facility permit for a proposed personal wireless telecommunication facility may be approved unless the commission or council finds as follows:

**SECTION 23.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (D) is hereby amended to read as follows (pg. 6 on Exhibit A):

- D. Standards for Personal Wireless Telecommunication Facilities Not Located Within a Public Right-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit and not located within a public right-of-way shall comply with the following requirements.

**SECTION 24.** Code Amendment. Calabasas Municipal Code Section 17.12.050,. subsection (D)(3) is hereby amended to read as follows (pg. 7 on Exhibit A):

3. City Council Approval Required. Notwithstanding Section 17.12.050(D)(1)(c), personal wireless telecommunication facilities subject to the approval of a wireless facility permit may be permitted in a prohibited location only if the applicant obtains a wireless facility permit from the city council following a public hearing and recommendation from the communication and technology commission, and provides technically sufficient and conclusive proof that the proposed location is necessary for provision of wireless services to substantial areas of the city, that it is necessary to close a significant gap in the operator's coverage and that there are no less intrusive alternative means to close that significant gap.

**SECTION 25.** Code Amendment. Calabasas Municipal Code Section 17.12.050,, subsection (E) is hereby amended to read as follows (pg. 8 on Exhibit A):

- E. Standards for Personal Wireless Telecommunication Facilities Located Within Public Rights-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit and located within public rights-of-way shall comply with the following requirements to the fullest extent permitted by state and federal law:

**SECTION 26.** Code Amendment. Calabasas Municipal Code Section 17.12.050,, subsection (E)(4) is hereby amended to read as follows (pg. 9 on Exhibit A):

- 4. Findings. In addition to the findings required in subsection (C)(7) above, no proposed personal wireless telecommunication facility subject to the approval of a wireless facility permit within a public right-of way may be approved unless the following findings are made:

**SECTION 27.** Code Amendment. Calabasas Municipal Code Section 17.12.050,, subsection (E)(5)(a) is hereby amended to read as follows (pg. 9 on Exhibit A):

- a. Any approved wireless communication facility within a public right-of-way shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the public works director to: (i) protect the public health, safety, and welfare; (ii) prevent interference with pedestrian and vehicular traffic; or (iii) prevent damage to a public right-of-way or any property adjacent to it. Before the director of public works imposes conditions, changes, or limitations pursuant to this paragraph-~~(f)~~, he or she shall notify the applicant or operator, in writing, by mail to the address set forth in the application or such other address as may be on file with the city. Such change, new limitation or condition shall be effective twenty-four (24) hours after deposit of the notice in the United States mail.

**SECTION 28.** Code Amendment. Calabasas Municipal Code Section 17.12.050,, subsection (E)(5)(b) is hereby amended to read as follows (pg. 9-10 on Exhibit A):

- b. The applicant or operator of the personal wireless telecommunication facility shall not move, alter, temporarily relocate, change, or interfere with any existing public facility, structure or improvement without the prior written consent of the ~~owner of that facility~~ City, and the owner in the circumstance where the owner is not the City. No structure, improvement or facility owned by the city shall be moved to accommodate a personal wireless telecommunication facility unless: (i) the city determines, in its sole and absolute discretion, that such movement will not adversely affect the city or



surrounding residents or businesses, and (ii) the applicant or operator pays all costs and expenses related to the relocation of the city's facilities. Every applicant or operator of any personal wireless telecommunication facility shall assume full liability for damage or injury caused to any property or person by his, her, or its facility. Before commencement of any work pursuant to an encroachment permit issued for any personal wireless telecommunication facility within a public right-of-way, an applicant shall provide the city with documentation establishing to the city's satisfaction that the applicant has the legal right to use or interfere with any other facilities within the public right-of-way to be affected by applicant's facilities.

**SECTION 29.** Code Amendment. A new Calabasas Municipal Code Section 17.12.050. subsection (F) is hereby added to read as follows (pgs. 10-15 on Exhibit A):

F. Requirements for Personal Wireless Telecommunications Facilities Subject to a Wireless Facility Minor Modification Permit. This subsection governs applications for certain modifications to existing personal wireless telecommunications facilities, as specified.

1. Purpose. Subsection (F) is intended to comply with the City's obligations under federal law, which provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1), adopted as Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub.L No. 112-96, 126 Stat. 156.) This subsection creates a process for the City to review an application for a wireless facility minor modification permit submitted by an applicant who asserts that a proposed collocation or modification to an existing personal wireless telecommunications facility is covered by this federal law and to determine whether the City must approve the proposed collocation or modification. The City's review of these applications is structured to comply with the requirements of Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. Consistent with section 17.12.050(A)(6), this subsection is intended to promote the public's health, safety, and welfare, and shall be interpreted consistent with the federal Telecommunications Act of 1996 (Pub.L. No. 104-104, 110 Stat. 56), Title 47, United States Code, section 1455, and applicable Federal Communications Commission regulations and court decisions considering these laws and regulations.

2. Applicability. An applicant seeking approval of a collocation or modification to an existing personal wireless telecommunication facility which the

applicant contends is within the protection of Title 47, United States Code, section 1455 shall apply for the following at the same time: (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if the required by applicable provisions of this code), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. No collocation or modification to an existing personal wireless telecommunication facility shall be installed unless the applicant or operator has obtained either a wireless facility minor modification permit or a wireless facility permit.

3. Application Content. All applications for a wireless facility minor modification permit must include the following items.

- a. Application Form. The City's standard application form, available on the City's website or from the Community Development Department, as may be amended.
- b. Application Fee. An application fee as established by the council by resolution under the authority of Section 17.60.040.
- c. Independent Consultant Deposit. An independent consultant fee deposit, if required by the council by resolution under the authority of Section 17.60.040, to reimburse the City for its costs to retain an independent consultant to review the technical aspects of the application.
- d. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.
  - (1) A site plan and elevation drawings for the facility as existing and as proposed with all height and width measurements explicitly stated.
  - (2) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.
  - (3) A depiction of all existing and proposed utility runs and points of contact.
  - (4) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.
  - (5) For proposed collocations or modifications to wireless towers, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the wireless tower as it existed on February 22, 2012 or as approved if constructed after February 22, 2012. For proposed collocations or modifications to base stations, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the base station as it existed on

February 22, 2012 or as approved if constructed after February 22, 2012.

(6) A demolition plan.

- e. Visual Simulations. A visual analysis that includes (1) scaled visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view angle; (2) a color and finished material palate for proposed screening materials; and (3) a photograph of a completed facility of the same design and in roughly the same setting as the proposed wireless communication facility.
- f. Statement Asserting that Section 6409 Applies. A written statement asserting that the proposed collocation or modification is an "eligible facilities request" and does not result in a substantial change in the physical dimensions of the facility's wireless tower or base station, as defined by Section 6409, Title 47, United States Code, section 1455, and justifying that assertion. The written statement shall identify and discuss each required finding for approval of a wireless facility minor modification permit under Section 17.12.050(F)(5) and explain the facts that justify the request for the director to make each finding.
- g. Prior Permits. True and correct copies of all previously issued permits, including all required conditions of approval and a certification by the applicant that the proposal will not violate any previous permit or conditions of approval or why any violated permit or conditions does not prevent approval under Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law.
- h. Affirmation of Radio Frequency Standards Compliance. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, because it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power".

- i. Structural Analysis. A structural analysis, prepared, signed, and sealed by a California-licensed engineer that assesses whether the proposed wireless telecommunications facility complies with all applicable building codes.
  - j. Noise Study. A noise study, prepared, signed, and sealed by a California-licensed engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators.; or a written statement signed and sealed by a California-licensed engineer indicating that the proposed modification(s) will not alter the existing noise levels or operational equipment which creates noise..
  - k. Other Permits. An application for a wireless facility minor modification permit shall include all permit applications with all required application materials for each and every separate permit required by the City for the proposed collocation or modification to an existing personal wireless telecommunications facility, including a building permit, an encroachment permit (if applicable), and an electrical permit (if applicable).
  - l. Other Information. Such other information as the City may require, as specified in publically available materials, including information required as stated on the City's website.
4. Application Review, Notice, and Hearing. Each application for a wireless facility minor modification permit shall be reviewed by the director at a public hearing. Notice of the public hearing shall be provided in accord with Chapter 17.78, except that written notice shall be mailed to the record owner of each property within three hundred (300) feet of the site of the proposed modification. Under federal law, the City must approve or deny an application for a wireless facility minor modification permit, together with any other City permits required for a proposed wireless facility modification, within sixty (60) days after the applicant submits the application for a wireless facility minor modification permit, unless tolled due to issuance of any notice of incomplete filing or by mutual agreement between the city and the applicant. Under federal law, failure to act on a wireless facility minor modification permit application within the sixty (60) day review period, excluding tolling period, will result in the permit being deemed granted by operation of law.
5. Findings Required for Approval by Director at Public Hearing.
- a. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower on private property only if each of the following findings can be made:

- (1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities;
  - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater;
  - (3) The proposed collocation or modification does not increase the width of the facility by more than twenty (20) feet or the width of the tower at the level of the appurtenance, whichever is greater;
  - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
  - (5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access or utility easements;
  - (6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and
  - (7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
- b. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing base station on private property only if each of the following findings can be made:
- (1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;
  - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed

after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;

(3) The proposed collocation or modification does not increase the width of the facility by more than six (6) feet;

(4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;

(5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access and utility easements;

(6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and

(7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).

c. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower or base station in the public right of way only if each of the following findings can be made:

(1) The applicant proposes a collocation or modification to either (i) a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or (ii) a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;

(2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;

(3) The proposed collocation or modification does not increase the width of the facility by more than six (6) feet;

(4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;

(5) The proposed collocation or modification does not involve either (i) the installation of any new equipment cabinets on the ground, if none already exist, or (ii) the installation of ground equipment cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets;

(6) The proposed collocation or modification does not involve any excavation outside the area in proximity to the existing ground-mounted equipment in the public right of way;

(7) The proposed collocation or modification does not defeat any existing concealment elements of the existing structure; and

(8) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).

6. Conditions of Approval for Wireless Facility Minor Modification Permits. In addition to any other conditions of approval permitted under federal and state law and this Code that the director deems appropriate or required under this Code, all wireless facility minor modification permits under this subsection, whether approved by the director or deemed granted by the operation of law, shall include the following conditions of approval:

a. No automatic renewal. The grant or approval of a wireless facility minor modification permit shall not renew or extend the underlying permit term.

b. Compliance with previous approvals. The grant or approval of a wireless facility minor modification permit shall be subject to the conditions of approval of the underlying permit, except as may be preempted by Section 6409, subdivision (a).

c. As-built plans. The applicant shall submit to the director an as-built set of plans and photographs depicting the entire personal wireless telecommunications facility as modified, including all transmission equipment and all utilities, within ninety (90) days after the completion of construction.

d. Indemnification. To the fullest extent permitted by law, the applicant and any successors and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to the wireless facility minor modification permit and the issuance of any permit or entitlement in connection therewith. The applicant shall pay

such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

- e. Compliance with applicable laws. The applicant shall comply with all applicable provisions of this Code, any permit issued under this Code, and all other applicable federal, state, and local laws. Any failure by the City to enforce compliance with any applicable laws shall not relieve any applicant of its obligations under this code, any permit issued under this code, or all other applicable laws and regulations.
- f. Compliance with approved plans. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
- g. Violations. The facility shall be developed, maintained, and operated in full compliance with the conditions of the wireless facility minor modification permit, any other applicable permit, and any law, statute, ordinance or other regulation applicable to any development or activity on the site. Failure of the applicant to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of this Code, the conditions of approval for the wireless facility minor modification permit, or any other law, statute, ordinance or other regulation applicable to any development or activity on the site may result in the revocation of this permit. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.
- h. In the event that a court of competent jurisdiction invalidates or limits, in part or in whole, Title 47, United States Code, section 1455, such that such statute would not mandate approval for the collocation or modification granted or deemed granted under a wireless facility minor modification permit, such permit shall automatically expire twelve (12) months from the date of that opinion.
- i. The grant, deemed-grant or acceptance of wireless facility minor modification permit shall not waive and shall not be construed or deemed to waive the City's standing in a court of competent jurisdiction to challenge Title 47, United States Code, section 1455 or any wireless facility minor modification permit issued pursuant to Title 47, United States Code, section 1455 or this code.

## 7. Wireless Facility Minor Modification Permit Denial Without Prejudice



- a. Grounds for denial without prejudice. The Director may deny without prejudice an application for a wireless facility minor modification permit in any of the following circumstances:
- (1) The Director cannot make all findings required for approval of a wireless facility minor modification permit;
  - (2) The proposed collocation or modification would cause the violation of an objective, generally applicable law protecting public health or safety;
  - (3) the proposed collocation or modification involves the removal and replacement of the facility's entire supporting structure; or
  - (4) the proposed collocation modification does not qualify for mandatory approval under Title 47, United States Code, section 1455, as may be amended or superseded, and as may be interpreted by any order of the Federal Communications Commission or any court of competent jurisdiction.
- b. Procedures for denial without prejudice. All wireless facility minor modification permit application denials shall be in writing and shall include (i) the decision date; (ii) a statement that the City denies the permit without prejudice; (iii) a short and plain statement of the basis for the denial; and (iv) that the applicant may submit the same or substantially the same permit application in the future.
- c. Submittal after denial without prejudice. After the director denies a wireless facility minor modification permit application, and subject to the generally applicable permit application submittal provisions in this chapter, an applicant shall be allowed to:
- (1) submit a new wireless facility minor modification permit application for the same or substantially the same proposed collocation or modification;
  - (2) submit a new wireless facility permit application for the same or substantially the same proposed collocation or modification; or
  - (3) submit an appeal of the Director's decision.
- d. Costs to review a denied permit. The City shall be entitled to recover the reasonable costs for its review of any wireless facility minor modification permit application. In the event that the director denies a wireless facility minor modification permit application, the City shall return any unused deposit fees within sixty (60) days after a written request from the applicant. An applicant shall not be allowed to submit a wireless facility permit application or submit a wireless facility minor modification permit application for the same or substantially the same proposed modification

unless all costs for the previously denied permit application are paid in full.

**SECTION 30.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (F) is hereby renumbered to be Section 17.12.050, subsection (G) (pg. 15 on Exhibit A).

**SECTION 31.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (G) is hereby renumbered to be Section 17.12.050, subsection (H) (pg. 17 on Exhibit A).

**SECTION 32.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (H)(5) is hereby amended to read as follows (pg. 17 on Exhibit A):

5. These standards in this subsection (~~H~~F) are subject to modification or waiver by the director on a case-by-case basis where required for the city to comply with FCC PRB-1 and California Government Code Section 65850.3 and where such modification or waiver is based on sufficient technical information provided in writing by the applicant at the request of the city.

**SECTION 33.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (H) is hereby renumbered to be Section 17.12.050, subsection (I) (pg. 17 on Exhibit A).

**SECTION 34.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (I) is hereby renumbered to be Section 17.12.050, subsection (J) (pg. 17 on Exhibit A).

**SECTION 35.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (J) is hereby renumbered to be Section 17.12.050, subsection (K) (pg. 17 on Exhibit A).

**SECTION 36.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (K) is hereby renumbered to be Section 17.12.050, subsection (L) and amended to read as follows (pg. 18 on Exhibit A):

- L. Additional Notice to Neighbors. After an application to allow the installation of a wireless facility subject to the approval of a wireless facility permit pursuant to subsections (C), (D) and (E) of this section is complete, the city shall endeavor to provide property owners at least thirty (30) days' prior notice of the initial public hearing on the matter as follows:

1. Written notice shall be mailed to the record owner of each property within one thousand five hundred (1,500) feet of the proposed site.
2. Telephone notice via the city's reverse 911 service shall be given to owners or occupants of properties within one thousand five hundred (1,500) feet of the proposed site.

A public hearing may be set on less than thirty (30) days' notice if necessary to comply with applicable law, including but not limited the Federal Communications Commission Declaratory Ruling 09-99, WT docket number 08-165, released November 18, 2009 (the "Shot Clock" ruling) and Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this section, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. as ~~they~~ now exists or may hereafter be amended.

Failure of the city to provide notice pursuant to this subsection (~~L~~) shall not be grounds to challenge a determination provided that the notice otherwise required by law has been provided.

**SECTION 37.** Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (L) is hereby renumbered to be Section 17.12.050, subsection (M) and amended to read as follows (pgs. 19-21 on Exhibit A):

~~M~~.Definitions. In addition to the definitions provided in Chapter 17.90 of this title and in Chapter 1.08 of Title 1 of this Code, this Section 17.12.050 shall be construed in light of the following definitions:

"Accessory equipment" means any equipment installed, mounted, operated or maintained in close proximity to a personal wireless telecommunication facility to provide power to the personal wireless telecommunication facility or to receive, transmit or store signals or information received by or sent from a personal wireless telecommunication facility.

"Antenna structure" means any antenna, any structure designed specifically to support an antenna and/or any appurtenances mounted on such a structure or antenna.

"Applicable law" means all applicable federal, state and local law, ordinances, codes, rules, regulations and orders, as the same may be amended from time to time.

"Applicant" includes any person or entity submitting an application to install a personal wireless telecommunication facility under this section and the persons within the scope of the term "applicant" as defined by Section 17.90.020 of this code.

"Base station" means the equipment and non-tower supporting structure at a fixed location that enables Federal Communications Commission licensed or

authorized wireless telecommunications between user equipment and a communications network.

"City" means the City of Calabasas and is further defined in Section 1.08.020 of this code.

"Collocation" means the mounting or installation of additional wireless transmission equipment at an existing wireless facility.

"Commission" has the meaning set forth in paragraph (l) of this section.

"dBA" is defined in Chapter 17.90 of this title.

"Director" means the City of Calabasas Community Development Director or his or her designee.

"FCC" means the Federal Communications Commission or any successor to that agency.

"In-kind call testing" means testing designed to measure the gap in coverage asserted by an applicant. If a claimed gap is for in-building coverage, then in-building call testing must be performed to establish the existence or absence of such a gap unless the applicant provides a sworn affidavit demonstrating good faith but unsuccessful attempts to secure access to buildings to conduct such testing and the circumstances that prevented the applicant from conducting such testing. Claimed gaps in service for "in-vehicle" or "open-air" service may be demonstrated by call testing performed in vehicles or in the open.

"Least intrusive means" means that the location or design of a personal wireless telecommunication facility addresses a significant gap in an applicant's personal communication service while doing the least disservice to the policy objectives of this chapter as stated in Section 17.12.050(A). Analysis of whether a proposal constitutes the least intrusive means shall include consideration of means to close an asserted significant gap by co-locating a new personal wireless telecommunication facility on the site, pole, tower, or other structure of an existing personal wireless telecommunication facility.

"Monopole" means a structure composed of a single spire, pole, or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm, and similar monopoles camouflaged to resemble faux objects attached on a monopole.

"MPE" means maximum permissible exposure.

"Non-tower supporting structure" means any structure, whether built for wireless communications purposes or not, that supports wireless transmission equipment under a valid permit at the time an applicant submits an application for a permit under this Code and which is not a wireless tower.

"OET" or "FCC OET" means the FCC's Office of Engineering & Technology of the Federal Communications Commission.

"Open space" includes (1) land which is zoned OS, OS-DR, or REC, (2) land in residential zones upon which structures may not be developed by virtue of a restriction on title, (3) all common areas, private parks, slope easements, and (4) any other area owned by a homeowners association or similar entity.

"Park" and "playground" shall have their ordinary, dictionary meanings.

"Personal communication service" means commercial mobile services provided under a license issued by the FCC.

"Personal wireless telecommunication facility," "wireless telecommunication facility," or "wireless facility" means a structure, antenna, pole, tower, equipment, accessory equipment and related improvements used, or designed to be used, to provide wireless transmission of voice, data, images or other information, including but not limited to cellular phone service, personal communication service and paging service.

"Private enforcer" has the meaning provided in subsection (JK)(2) of this Section 17.12.050.

"Residential zone" means a zone created by Chapter 17.13 of this title.

"RF" means radio frequency.

"Significant gap" as applied to an applicant's personal communication service or the coverage of its personal wireless telecommunication facilities is intended to be defined in this chapter consistently with the use of that term in the Telecommunications Act of 1996 and case law construing that statute. Provided that neither the Act nor case law construing it requires otherwise, the following guidelines shall be used to identify such a significant gap:

1. A significant gap may be demonstrated by in-kind call testing.
2. The commission shall accept evidence of call testing by the applicant and any other interested person and shall not give greater weight to such evidence based on the identity of the person who provides it but shall consider (i) the number of calls conducted in the call test, (ii) whether the calls were taken on multiple days, at various times, and under differing weather and vehicular traffic conditions, and (iii) whether calls could be successfully initiated, received and maintained in the area within which a significant gap is claimed.
3. A significant gap may be measured by:
  - a. The number of people affected by the asserted gap in service;
  - b. Whether a wireless communication facility is needed to merely improve weak signals or to fill a complete void in coverage;
  - c. Whether the asserted gap affects Highway 101, a state highway, or an arterial street which carries significant amounts of traffic.

"Stealth facility" means any personal wireless telecommunication facility which is designed to substantially blend into the surrounding environment by, among other things, architecturally integrating into a structure or otherwise using design elements to conceal antennas, antenna supports, poles, equipment, cabinets, equipment housing and enclosure; and related above-ground accessory equipment.

"Transmission equipment" or "wireless transmission equipment" means any equipment that facilitates transmission for any Federal Communications Commission licensed or authorized wireless communication service, including but not limited to, radio transceivers, antennas and other equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supplies.

"Wireless" means any Federal Communications Commission licensed or authorized wireless telecommunications service.

"Wireless Tower" or "Telecommunications tower" mean any structure, including a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure, designed and constructed for the primary purpose of ~~primarily used to supporting~~ any Federal Communications Commission licensed or authorized wireless telecommunications facility antennas and their associated facilities.

"Wireless facility minor modification permit" means a permit issued under this chapter authorizing the modification of an existing personal wireless telecommunications facility. The procedures for the application for, approval of, and revocation of such a permit shall be those required by this title, including but not limited to Section 17.12.050(F).

"Wireless facility permit" means a permit issued under this chapter authorizing the installation, operation and maintenance of a personal wireless telecommunications facility. Except as otherwise provided by this chapter, the procedures for the application for, approval of, and revocation of such a permit shall be those required by this title (including, but not limited to, those of Section 17.62.060) for a conditional use permit.

**SECTION 38.** Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

**SECTION 39.** Urgency Ordinance Repealed.

The urgency ordinance, Ordinance No. 2015-322-U, adopted on March 11, 2015 is repealed as of the effective date of this ordinance as stated in Section 40 below.

**SECTION 40.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 41.** Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A: Land Use and Development Code (Changes only, shown in redline)  
Exhibit B: Land Use and Development Code (Changes only)

## 17.12.050 - Antennas/personal wireless telecommunication facilities.

- A. Purpose and Intent. The purpose of this section is to regulate the installation, operation and maintenance of personal wireless telecommunication facilities in the city. The city recognizes that the unrestricted installation of redundant personal wireless telecommunication facilities is contrary to the city's efforts to stabilize economic and social aspects of neighborhood environments, and to promote safety and aesthetic considerations, family environments and a basic residential character within the city.

In enacting this section, the city intends to:

1. Promote and protect the health, safety, comfort, convenience and general welfare of residents and business in accord with Section 17.01.020 of this title;
2. Protect the benefits derived by the city, its residents and the general public from access to personal wireless services while minimizing, to the greatest extent feasible, the redundancy of personal wireless telecommunication facilities in the city;
3. Balance these goals, by permitting the installation and operation of personal wireless telecommunication facilities where they are needed, while reducing, to the greatest extent feasible, adverse economic, safety and / or aesthetic impacts on nearby properties and the community as a whole; and
4. Comply with applicable law, including the 1996 Telecommunications Act.
5. In enacting this section, it is the intent of the city council that no additional rights or entitlements be conferred to construct or maintain personal wireless telecommunication facilities, other than those rights or entitlements existing under applicable state or federal law.
6. This section is intended to regulate all uses of wireless communications in the city, including uses by public utilities, to the extent of the city's power to regulate the use of land under federal and state law, but not to exceed the scope of the city's authority.

- B. Applicability. This section applies to all proposed antennas and modifications and related personal wireless telecommunication facilities, as follows:

1. All applications for approval of the installation of new personal wireless telecommunication facilities in the city.
2. All facilities for which applications were received by the department but not approved prior to the effective date of the ordinance codifying this section, shall comply with the regulations and guidelines of this section.
3. All facilities for which applications were approved by the city on or prior to the effective date of the ordinance codifying this section shall be exempt from this section, except for the requirements of subsection (C)(6)(c).
4. All facilities for which applications have been previously approved, but are now or hereafter: ~~(a) expanded or (b) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (c) when one or more new bands of service are activated shall comply with this section modified.~~

- C. Standards for all personal wireless telecommunication facilities. All personal wireless telecommunication facilities shall comply with the following requirements:

1. Permit Requirements. No new personal wireless telecommunication facility shall be ~~(a) installed, (b) expanded, (c) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (d) when one or more new bands of service are activated,~~ until the applicant or operator has obtained: (i) a wireless facility permit, (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. All modifications to an existing personal wireless telecommunications facility that do not meet the



findings of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. Applications for wireless facility permits ~~new facilities and substantial modifications to existing facilities~~ shall be first reviewed by the development review committee. All applications for wireless facility permits will be scheduled for a public hearing before the commission in accordance with Section 17.12.050(LK) and Chapter 17.78 of this code. The commission shall determine if a proposed project for which a wireless facility permit is required is the least intrusive means to close a significant gap in the applicant's service coverage. All modifications to an existing personal wireless facility that meet the conditions of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit.

2. Wireless Facility Permit Application Content. Applications for the approval of wireless facility permits for personal wireless telecommunication facilities shall include, but are not necessarily limited to, an application fee and the following information, in addition to all other information required by the city for a wireless facility permit application pursuant to Chapter 17.60 of this title:
  - a. Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of Section 17.12.050(C)(3); and
  - b. Scaled visual simulations showing the proposed facility superimposed on photographs of the site and surroundings, to assist the commission in assessing the visual impacts of the proposed facility and its compliance with the provisions of this section; and
  - c. For new facilities, the plans shall include (in plan view and elevations) a scaled depiction of the maximum permitted increase as authorized by Section 6409(a) of the 2012 Middle Class Tax Relief Act, using the proposed project as a baseline; and
  - d. A master plan which identifies the location of the proposed facility in relation to all existing and potential facilities maintained by the operator intended to serve the city. The master plan shall reflect all potential locations that are reasonably anticipated for construction within two years of submittal of the application. Applicants may not file, and the city shall not accept, applications that are not consistent with the master plan for a period of two years from approval of a wireless facility permit unless: (i) the applicant demonstrates materially changed conditions which could not have been reasonably anticipated to justify the need for a personal wireless telecommunication facility site not shown on a master plan submitted to the city within the prior two years or (ii) the applicant establishes before the commission that a new personal wireless telecommunication facility is necessary to close a significant gap in the applicant's personal communication service, and the proposed new installation is the least intrusive means to do so; and
  - e. A siting analysis which identifies a minimum of five other feasible locations within or without the city which could serve the area intended to be served by the facility, unless the applicant provides compelling technical reasons for providing fewer than the minimum. The alternative site analysis shall include at least one collocation site; and
  - f. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band

of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power"; and

- gf. A statement signed by a person with legal authority to bind the applicant attesting under penalty of perjury to the accuracy of the information provided in the application; and
- hg. A noise study, prepared by a qualified engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators; and
- ih. A written statement of the applicant's willingness to allow other carriers to collocate on the proposed personal wireless telecommunication facility wherever technically and economically feasible and aesthetically desirable; and
- ji. Such other information as the director shall establish from time to time pursuant to the Permit Streamlining Act, Government Code Section 65940, or to respond to changes in law or technology.
- kj. An application for a personal wireless telecommunication facility in a public right-of-way for which the applicant claims entitlement under California Public Utilities Code Section 7901 shall be accompanied by evidence satisfactory to the director that the applicant is a telephone corporation or has written authorization to act as an agent for a telephone corporation.

3. [Wireless Facility Permit Preferred Zones and Locations](#). When doing so would not conflict with one of the standards set forth in this subsection (C) or with federal law, personal wireless telecommunication facilities [subject to the approval of a wireless facility permit](#) shall be located in the most appropriate location as described in this subsection (3), which range from the most appropriate to the least appropriate. Nothing in this section shall detract from the requirements of Section 17.12.050(C)(4)(a) below.

- i. Collocation on an existing facility in a commercial zone;
- ii. Collocation on an existing structure or utility pole in a commercial zone;
- iii. Location on a new structure in a commercial zone;
- iv. Collocation on an existing facility in a public facility or recreation zone;
- v. Location on an existing structure or utility pole in a public facility or recreation zone;
- vi. Location on a new structure in a public facility or recreation zone.

No new facility may be placed in a less appropriate area unless the applicant demonstrates to the satisfaction of the commission that no more appropriate location can feasibly serve the area the facility is intended to serve provided, however, that the commission may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

4. Design and Development Standards. Personal wireless telecommunication facilities shall be designed and maintained as follows:

- a. All new personal wireless telecommunication facilities shall be set back at least one thousand (1,000) feet from schools, dwelling units and parks, as measured from the closest point of the personal wireless telecommunication facility (including accessory equipment) to the applicable property line, unless an applicant establishes that a lesser setback is necessary to close a significant gap in the applicant's personal communication service, and the proposed personal wireless telecommunication facility is the least intrusive means to do so. An applicant who seeks to increase the height of an existing personal wireless telecommunication facility, or of its antennas, located less than one thousand (1,000) feet from a school, dwelling unit or park [and who is subject to the approval of a](#)

- [wireless facility permit for the proposed height increase](#) must establish that such increase is necessary to close a significant gap in the applicant's personal communication service, and the proposed increase is the least intrusive means to do so.
- b. Facilities shall have subdued colors and non-reflective materials which blend with the materials and colors of the surrounding area and structures.
  - c. Unless otherwise prohibited by state or federal law, all equipment not located on a roof shall be underground; any equipment that is not undergrounded shall be screened from adjacent uses to the maximum extent feasible.
  - d. The facilities shall not bear any signs or advertising devices other than certification, warning or other signage required by law or expressly permitted by the city.
  - e. At no time shall equipment noise (including air conditioning units) from any facility exceed the applicable noise limit established in Section 17.20.160 of this title at the facility's property line; provided, however, that for any such facility located within five hundred (500) feet of any property zoned open space or residential, or improved with a residential use, such equipment noise shall at no time be audible at the property line of any open space or residentially zoned, or residentially improved property.
  - f. If the majority of radio frequency coverage from the proposed facility is outside the city limits, the applicant must, in addition to the other requirements of this section, prove that the applicant is unable to locate the proposed [new](#) facility within the locale or locales that will receive the majority of the coverage from the proposed personal wireless telecommunications facility, and that no other feasible location for the facility exists outside of the city limits. That an applicant for a wireless [facility](#) permit in the city has been denied a wireless facility, antenna, or wireless coverage in another jurisdiction shall not be considered evidence or proof that the applicant is unable to locate in another jurisdiction.
5. Independent Expert Review. The city shall retain [an one or more](#) independent, qualified consultants to review any application for a [wireless facility](#) permit for a ~~new~~ personal wireless telecommunication facility ~~or for a wireless facility minor modification permit or modification to an existing personal wireless telecommunication facility~~. The review is intended to be a review of technical aspects of the proposed wireless telecommunication facility or modification of an existing wireless telecommunication facility and shall address any or all of the following, [as applicable](#):
- a. [For wireless facility permits, W](#)whether the proposed wireless telecommunication facility is necessary to close a significant gap in coverage and is the least intrusive means of doing so;
  - b. The accuracy and completeness of submissions;
  - c. [For wireless facility permits, t](#)Technical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;
  - d. The applicability of analysis techniques and methodologies;
  - e. [For wireless facility permits, T](#)he viability of alternative sites and alternative designs; and
  - f. [For wireless facility permits, an analysis of the potential expansion that would be considered an eligible facility request under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012; and](#)
  - gf. Any other specific technical issues designated by the city.
- The cost of the review shall be paid by the applicant through a deposit estimated to cover the cost of the independent review, [as](#) established by the director [or City Council](#).
6. Conditions of Approval. All facilities [subject to a wireless facility permit](#) approved under this section shall be subject to the following conditions, [as applicable](#):

- a. Facilities shall not bear any signs or advertising devices other than legally required certification, warning, or other required seals or signage, or as expressly authorized by the city.
- b. Abandonment:
  - 1) Personal wireless telecommunication facilities that are no longer operating shall be removed at the expense of the applicant, operator, or owner no later than ninety (90) days after the discontinuation of use. Disuse for ninety (90) days or more shall also constitute a voluntary termination by the applicant of any land use entitlement under this code or any predecessor to this code.
  - 2) The director shall send a written notice of the determination of non-operation to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.
  - 3) The operator of a facility shall notify the city in writing of its intent to abandon a permitted site. Removal shall comply with applicable health and safety regulations. Upon completion of abandonment, the site shall be restored to its original condition at the expense of the applicant, operator, or owner.
  - 4) All facilities not removed within the required ninety-day period shall be in violation of this code. In the event the city removes a disused facility upon the failure of the applicant, operator, or owner to timely do so, the applicant, operator, and owner shall be jointly and severally liable for the payment of all costs and expenses the city incurs for the removal of the facilities, including legal fees and costs.
- c. The applicant, operator of a facility and property owner (when applicable) shall defend, indemnify and hold the city and its elective and appointed boards, commissions, officers, agents, consultants and employees harmless from and against all demands, liabilities, costs (including attorneys' fees), or damages arising from the city's review and/or approval of the design, construction, operation, location, inspection or maintenance of the facility.
- d. Removal of Unsafe Facilities. If, at any time after ten (10) years of the issuance of a building permit or encroachment permit, or any shorter period permitted by Government Code Section 65964(b), any personal wireless telecommunication facility becomes incompatible with public health, safety or welfare, the applicant or operator of the facility shall, upon notice from the city and at the applicant's or operator's own expense, remove that facility. Written notice of a determination pursuant to this paragraph shall be sent to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.
- e. The owner or operator of any personal wireless telecommunication facility approved [by a wireless facility permit](#) under this subsection C of this Section 17.12.050 shall cooperate with the director to: (1) verify that the facility design conforms with relevant building and

safety requirements; and (2) verify that the facility complies with the requirements of Section 17.12.050 of the Calabasas Municipal Code.

- f. Prior to the issuance of a building permit or encroachment permit, the applicant or owner/operator of the facility shall pay for and provide a performance bond, which shall be in effect until all facilities are fully and completely removed and the site reasonably returned to its original condition. The purpose of this bond is to cover the applicant's or owner/operator of the facility's obligation under the conditions of approval and the City of Calabasas Municipal Code. The bond coverage shall include, but not be limited to, removal of the facility, maintenance obligations and landscaping obligations. (The amount of the performance bond shall be set by the director on a case-specific basis and in an amount reasonably related to the obligations required under this code and all conditions of approval, and shall be specified in the conditions of approval.)
- g. An applicant shall not transfer a permit to any person or entity prior to completion of construction of a personal wireless telecommunication facility.
- h. The applicant shall submit as-built photographs of the facility within ninety (90) days of installation of the facility, detailing the installed equipment.
- i. A personal wireless telecommunication facility approved by a wireless facility permit may operate only until the tenth anniversary of the date it is first placed into service, unless that sunset date is extended by additional term(s) not to exceed ten (10) years pursuant to a wireless facility permit issued under this Section 17.12.050. There is no limit to the number of times the sunset date for a facility may be extended.

7. Wireless Facility Permit Findings. In addition to the findings required in Section 17.62.060 of this code, no wireless facility permit for a proposed personal wireless telecommunication facility may be approved unless the commission or council finds as follows:

- a. The applicant has demonstrated by clear and convincing evidence that the facility is necessary to close a significant gap in the operator's service coverage. Such evidence shall include in-kind call testing of existing facilities within the area the applicant contends is a significant gap in coverage to be served by the facility.
- b. The applicant has demonstrated by clear and convincing evidence that no feasible alternate site exists that would close a significant gap in the operator's service coverage which alternative site is a more appropriate location for the facility under the standards of Section 17.12.050 of the Calabasas Municipal Code.
- c. The facility satisfies the location requirements of Section 17.12.050(C)(3) of the Calabasas Municipal Code.

8. Violations. The city may revoke a wireless facility permit for any personal wireless telecommunication facility in violation of this section in accordance with Section 17.80.070 of this code. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.

D. Standards for Personal Wireless Telecommunication Facilities Not Located Within a Public Right-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit and not located within a public right-of-way shall comply with the following requirements:

1. Location Requirements. To minimize aesthetic and visual impacts on the community, personal wireless telecommunication facilities shall be located according to the following standards:

- a. General Requirements.
  - i. A freestanding telecommunications tower or monopole shall be set back a distance of at least one hundred fifty (150) percent of the height of the tower from the nearest property line of any residentially zoned or occupied lot.

- b. Restricted Locations. Personal wireless telecommunication facilities located in any of the following locations must be designed as a stealth facility:
  - i. Within any nonresidential zone on a site that contains a legally established residential use; and
  - ii. Within the Old Town overlay zone; and
  - iii. On any property that is designated historic by the city council; and
  - iv. Within the area subject to the Calabasas Park Centre Master Plan; and
  - v. Within a scenic corridor designated by the city; and
  - vi. Within a historic district designated by the city.
- c. Prohibited Locations. No personal wireless telecommunication facility shall be established on any ridgeline or within any residential or open space zoning district described in subparagraphs (i), (ii) and (iii) herein.
  - i. Ridgelines. No personal wireless telecommunication facility shall be placed on or near a ridgeline.
  - ii. Residential Zones. No facility shall be located within a residential zone, including areas set aside for open space, parks or playgrounds.
  - iii. Open Space. No facility shall be located within an open space zone or park.

Any wireless telecommunication facility proposed for a site within any open space zone shall not be deemed a "public utility" as that term is otherwise defined and understood in the Calabasas Municipal Code regarding development in such open space zones.

- d. Guidelines for Placement on Structures. Antennas shall be mounted on structures utilizing the methods described below. If an antenna cannot be mounted as set forth in subsection (i), it may be mounted in accordance with subsection (ii). If an antenna cannot be mounted as set forth in either subsection (i) or (ii), it may be mounted in accordance with subsection (iii):
    - i. A stealth facility mounted on an existing structure or collocated on an existing tower;
    - ii. A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
    - iii. A stealth facility mounted on a new steel, wood or concrete pole.
2. Design and Development Standards. Personal wireless telecommunication facilities shall be designed and maintained as follows:
    - a. Building-mounted facilities shall be designed and constructed to be fully screened in a manner that is compatible in color, texture and type of material with the architecture of the building on which the facility is mounted.
    - b. All accessory equipment associated with the operation of a personal wireless telecommunication facility shall be located within a building enclosure or underground vault that complies with the development standards of the zoning district in which the accessory equipment is located.
  3. City Council Approval Required. Notwithstanding Section 17.12.050(D)(1)(c), personal wireless telecommunication facilities [subject to the approval of a wireless facility permit](#) may be permitted in a prohibited location only if the applicant obtains a wireless facility permit from the city council following a public hearing and recommendation from the communication and technology commission, and provides technically sufficient and conclusive proof that the proposed location is necessary for provision of wireless services to substantial areas of the city, that it is necessary to close a significant gap in the operator's coverage and that there are no less intrusive alternative means to close that significant gap.

- E. Standards for Personal Wireless Telecommunication Facilities Located Within Public Rights-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities [subject to the approval of a wireless facility permit and](#) located within public rights-of-way shall comply with the following requirements to the fullest extent permitted by state and federal law:
1. Construction. These standards are intended to exert the maximum authority available to the city in the regulation of personal wireless telecommunication facilities under applicable state and federal law but not to exceed that authority. Accordingly, this section shall be construed and applied in light of any such limits on the city's authority. The purpose of this subsection (E) is to regulate personal wireless telecommunications facilities proposed for sites within public rights-of-way consistently with the rights conferred on telephone corporations by Public Utilities Code §§ 7901 and 7901.1 and to address the aesthetic and safety concerns unique to such proposals due to their highly visible location in rights-of-way that must be safely shared with pedestrians, motorists and other utility infrastructure.
  2. Application Content. Applications for the approval of personal wireless telecommunication facilities within the public right-of-way shall include the following information, in addition to all other information required by subsection (C)(2) above:
    - a. The applicant shall provide certification that the facility is for the use of a telephone corporation or state the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.
  3. Guidelines. All personal wireless telecommunication facilities located within a public right-of-way shall be designed as follows:
    - a. Ground-mounted equipment shall be screened, to the fullest extent possible, through the use of landscaping, walls, or other decorative feature, as approved by the commission.
    - b. Facilities located within a designated scenic corridor or historic districts shall be stealth facilities, with all equipment, excluding required electrical meter cabinets, located underground or pole-mounted. Required electrical meter cabinets shall be screened as approved by the commission.
    - c. Personal wireless telecommunication facilities not located within a scenic corridor or historic district designated by the city shall be designed to place all equipment underground, excluding required electrical meters. However, if such facilities cannot be placed underground, ground-mounted equipment may be installed up to a height of five feet and to a footprint of fifteen (15) square feet.
    - d. Pole-mounted equipment shall not exceed six cubic feet.
    - e. Pole-mounted antennas shall adhere to the following guidelines:
      - i. If an antenna cannot be mounted as set forth in subsection (a), it may be mounted in accordance with subsection (b). If an antenna cannot be mounted as set forth in either subsection (a) or (b), it may be mounted in accordance with subsection (c):
        - (a) A stealth facility mounted on an existing, collocated monopole or tower;
        - (b) A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
        - (c) A stealth facility mounted on a new steel, wood or concrete pole but only if an operator shows that it cannot otherwise close a significant gap in its service coverage, and that the proposal is the least intrusive means of doing so.
      - ii. All installations shall be engineered to withstand high wind loads. An evaluation of high wind load capacity shall include the impact of an additional antenna installation on a pole with existing antennae.

- iii. The maximum height of any antenna shall not exceed twenty-four (24) inches above the height of a pole or tower other than a streetlight pole, nor six feet above the height of a streetlight pole, nor shall any portion of the antenna or equipment mounted on a pole be less than sixteen (16) feet above any drivable road surface. All installations on utility poles shall fully comply with California Public Utilities Commission General Order 95 as it now exists or may hereafter be amended.
  - iv. A freestanding telecommunications tower or monopole shall be set back a distance of at least one hundred fifty (150) percent of the height of the tower to the nearest structure designed for occupancy.
  - f. Equipment shall be located so as not to cause: (i) any physical or visual obstruction to pedestrian or vehicular traffic, (ii) inconvenience to the public's use of a public right-of-way, or (iii) safety hazards to pedestrians and motorists. In no case shall ground-mounted equipment, walls, or landscaping be less than eighteen (18) inches from the front of the curb.
  - g. Facilities shall not be located within five hundred (500) feet of another wireless facility on the same side of a street.
  - h. No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act.
4. Findings. In addition to the findings required in subsection (C)(7) above, no proposed personal wireless telecommunication facility subject to the approval of a wireless facility permit within a public right-of way may be approved unless the following findings are made:
- a. The proposed facility has been designed to blend with the surrounding environment, with minimal visual impact on the public right-of-way.
  - b. The proposed facility will not have an adverse impact on the use of the public right-of-way, including but not limited to, the safe movement and visibility of vehicles and pedestrians.
5. Conditions of Approval. In addition to compliance with the guidelines outlined in paragraph (3) of this subsection and the conditions of approval listed in subsection (C)(6) above, all facilities approved under this subsection (E) shall be subject to the following conditions:
- a. Any approved wireless communication facility within a public right-of-way shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the public works director to: (i) protect the public health, safety, and welfare; (ii) prevent interference with pedestrian and vehicular traffic; or (iii) prevent damage to a public right-of-way or any property adjacent to it. Before the director of public works imposes conditions, changes, or limitations pursuant to this paragraph ~~(f)~~, he or she shall notify the applicant or operator, in writing, by mail to the address set forth in the application or such other address as may be on file with the city. Such change, new limitation or condition shall be effective twenty-four (24) hours after deposit of the notice in the United States mail.
  - b. The applicant or operator of the personal wireless telecommunication facility shall not move, alter, temporarily relocate, change, or interfere with any existing public facility, structure or improvement without the prior written consent of the owner of that facilityCity, and the owner in the circumstance where the owner is not the City. No structure, improvement or facility owned by the city shall be moved to accommodate a personal wireless telecommunication facility unless: (i) the city determines, in its sole and absolute discretion, that such movement will not adversely affect the city or surrounding residents or businesses, and (ii) the applicant or operator pays all costs and expenses related to the relocation of the city's facilities. Every applicant or operator of any personal wireless telecommunication facility shall assume full liability for damage or injury caused to any property or person by his, her, or its facility. Before commencement of any work pursuant to an encroachment permit issued for any personal wireless telecommunication facility within a public right-of-way, an applicant shall provide the city with documentation



establishing to the city's satisfaction that the applicant has the legal right to use or interfere with any other facilities within the public right-of-way to be affected by applicant's facilities.

- c. Should any utility company offer electrical service to a wireless facility which service does not require the use of a meter cabinet, the applicant or operator of the facility shall at its cost remove the meter cabinet and any foundation thereof and restore the area to its prior condition.

F. Requirements for Personal Wireless Telecommunications Facilities Subject to a Wireless Facility Minor Modification Permit. This subsection governs applications for certain modifications to existing personal wireless telecommunications facilities, as specified.

1. Purpose. Subsection (F) is intended to comply with the City's obligations under federal law, which provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1), adopted as Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub.L. No. 112-96, 126 Stat. 156.) This subsection creates a process for the City to review an application for a wireless facility minor modification permit submitted by an applicant who asserts that a proposed collocation or modification to an existing personal wireless telecommunications facility is covered by this federal law and to determine whether the City must approve the proposed collocation or modification. The City's review of these applications is structured to comply with the requirements of Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. Consistent with section 17.12.050(A)(6), this subsection is intended to promote the public's health, safety, and welfare, and shall be interpreted consistent with the federal Telecommunications Act of 1996 (Pub.L. No. 104-104, 110 Stat. 56), Title 47, United States Code, section 1455, and applicable Federal Communications Commission regulations and court decisions considering these laws and regulations.
2. Applicability. An applicant seeking approval of a collocation or modification to an existing personal wireless telecommunication facility which the applicant contends is within the protection of Title 47, United States Code, section 1455 shall apply for the following at the same time: (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if the required by applicable provisions of this code), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. No collocation or modification to an existing personal wireless telecommunication facility shall be installed unless the applicant or operator has obtained either a wireless facility minor modification permit or a wireless facility permit.
3. Application Content. All applications for a wireless facility minor modification permit must include the following items.
  - a. Application Form. The City's standard application form, available on the City's website or from the Community Development Department, as may be amended.
  - b. Application Fee. An application fee as established by the council by resolution under the authority of Section 17.60.040.
  - c. Independent Consultant Deposit. An independent consultant fee deposit, if required by the council by resolution under the authority of Section 17.60.040, to reimburse the City for its costs to retain an independent consultant to review the technical aspects of the application.
  - d. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.
    - (1) A site plan and elevation drawings for the facility as existing and as proposed with all height and width measurements explicitly stated.

- (2) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.
- (3) A depiction of all existing and proposed utility runs and points of contact.
- (4) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.
- (5) For proposed collocations or modifications to wireless towers, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the wireless tower as it existed on February 22, 2012 or as approved if constructed after February 22, 2012. For proposed collocations or modifications to base stations, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the base station as it existed on February 22, 2012 or as approved if constructed after February 22, 2012.
- (6) A demolition plan.
- e. Visual Simulations. A visual analysis that includes (1) scaled visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view angle; (2) a color and finished material palate for proposed screening materials; and (3) a photograph of a completed facility of the same design and in roughly the same setting as the proposed wireless communication facility.
- f. Statement Asserting that Section 6409 Applies. A written statement asserting that the proposed collocation or modification is an "eligible facilities request" and does not result in a substantial change in the physical dimensions of the facility's wireless tower or base station, as defined by Section 6409, Title 47, United States Code, section 1455, and justifying that assertion. The written statement shall identify and discuss each required finding for approval of a wireless facility minor modification permit under Section 17.12.050(F)(5) and explain the facts that justify the request for the director to make each finding.
- g. Prior Permits. True and correct copies of all previously issued permits, including all required conditions of approval and a certification by the applicant that the proposal will not violate any previous permit or conditions of approval or why any violated permit or conditions does not prevent approval under Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law.
- h. Affirmation of Radio Frequency Standards Compliance. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, because it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power".
- i. Structural Analysis. A structural analysis, prepared, signed, and sealed by a California-licensed engineer that assesses whether the proposed wireless telecommunications facility complies with all applicable building codes.
- j. Noise Study. A noise study, prepared, signed, and sealed by a California-licensed engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators.; or a written statement signed and sealed by a California-licensed engineer indicating that the proposed modification(s) will not alter the existing noise levels or operational equipment which creates noise.-

k. Other Permits. An application for a wireless facility minor modification permit shall include all permit applications with all required application materials for each and every separate permit required by the City for the proposed collocation or modification to an existing personal wireless telecommunications facility, including a building permit, an encroachment permit (if applicable), and an electrical permit (if applicable).

l. Other Information. Such other information as the City may require, as specified in publically available materials, including information required as stated on the City's website.

4. Application Review, Notice, and Hearing. Each application for a wireless facility minor modification permit shall be reviewed by the director at a public hearing. Notice of the public hearing shall be provided in accord with Chapter 17.78, except that written notice shall be mailed to the record owner of each property within three hundred (300) feet of the site of the proposed modification. Under federal law, the City must approve or deny an application for a wireless facility minor modification permit, together with any other City permits required for a proposed wireless facility modification, within sixty (60) days after the applicant submits the application for a wireless facility minor modification permit, unless tolled due to issuance of any notice of incomplete filing or by mutual agreement between the city and the applicant. Under federal law, failure to act on a wireless facility minor modification permit application within the sixty (60) day review period, excluding tolling period, will result in the permit being deemed granted by operation of law.

5. Findings Required for Approval by Director at Public Hearing.

a. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower on private property only if each of the following findings can be made:

(1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities;

(2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater;

(3) The proposed collocation or modification does not increase the width of the facility narrowest or as approved if constructed after February 22, 2012 by more than twenty (20) feet or the width of the tower at the level of the appurtenance, whichever is greater;

(4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;

(5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access or utility easements;

(6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and

(7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).

b. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing base station on private property only if each of the following findings can be made:

- (1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;
  - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;
  - (3) The proposed collocation or modification does not increase the width of the facility narrowest or as approved if constructed after February 22, 2012 by more than six (6) feet;
  - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
  - (5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access and utility easements;
  - (6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and
  - (7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
- c. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower or base station in the public right of way only if each of the following findings can be made:
- (1) The applicant proposes a collocation or modification to either (i) a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or (ii) a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;
  - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;
  - (3) The proposed collocation or modification does not increase the width of the facility narrowest or as approved if constructed after February 22, 2012 by more than six (6) feet;
  - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
  - (5) The proposed collocation or modification does not involve either (i) the installation of any new equipment cabinets on the ground, if none already exist, or (ii) the installation of ground equipment cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets;
  - (6) The proposed collocation or modification does not involve any excavation outside the area in proximity to the existing ground-mounted equipment in the public right of way;

- (7) The proposed collocation or modification does not defeat any existing concealment elements of the existing structure; and
- (8) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
6. Conditions of Approval for Wireless Facility Minor Modification Permits. In addition to any other conditions of approval permitted under federal and state law and this Code that the director deems appropriate or required under this Code, all wireless facility minor modification permits under this subsection, whether approved by the director or deemed granted by the operation of law, shall include the following conditions of approval:
- a. No automatic renewal. The grant or approval of a wireless facility minor modification permit shall not renew or extend the underlying permit term.
- b. Compliance with previous approvals. The grant or approval of a wireless facility minor modification permit shall be subject to the conditions of approval of the underlying permit, except as may be preempted by Section 6409, subdivision (a).
- cb. As-built plans. The applicant shall submit to the director an as-built set of plans and photographs depicting the entire personal wireless telecommunications facility as modified, including all transmission equipment and all utilities, within ninety (90) days after the completion of construction.
- de. Indemnification. To the fullest extent permitted by law, the applicant and any successors and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to the wireless facility minor modification permit and the issuance of any permit or entitlement in connection therewith. The applicant shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
- ed. Compliance with applicable laws. The applicant shall comply with all applicable provisions of this Code, any permit issued under this Code, and all other applicable federal, state, and local laws. Any failure by the City to enforce compliance with any applicable laws shall not relieve any applicant of its obligations under this code, any permit issued under this code, or all other applicable laws and regulations.
- fe. Compliance with approved plans. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
- gf. Violations. The facility shall be developed, maintained, and operated in full compliance with the conditions of the wireless facility minor modification permit, any other applicable permit, and any law, statute, ordinance or other regulation applicable to any development or activity on the site. Failure of the applicant to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of this Code, the conditions of approval for the wireless facility minor modification permit, or any other law, statute, ordinance or other regulation applicable to any development or activity on the site may result in the revocation of this permit. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.
- hg. In the event that a court of competent jurisdiction invalidates or limits, in part or in whole, Title 47, United States Code, section 1455, such that such statute would not mandate approval for

the collocation or modification granted or deemed granted under a wireless facility minor modification permit, such permit shall automatically expire twelve (12) months from the date of that opinion.

hi. The grant, deemed-grant or acceptance of wireless facility minor modification permit shall not waive and shall not be construed or deemed to waive the town'sCity's standing in a court of competent jurisdiction to challenge Title 47, United States Code, section 1455 or any wireless facility minor modification permit issued pursuant to Title 47, United States Code, section 1455 or this code.

#### 7. Wireless Facility Minor Modification Permit Denial Without Prejudice

a. Grounds for denial without prejudice. The Director may deny without prejudice an application for a wireless facility minor modification permit in any of the following circumstances:

- (1) The Director cannot make all findings required for approval of a wireless facility minor modification permit;
- (2) The proposed collocation or modification would cause the violation of an objective, generally applicable law protecting public health or safety;
- (3) the proposed collocation or modification involves the removal and replacement of the facility's entire supporting structure; or
- (4) the proposed collocation modification does not qualify for mandatory approval under Title 47, United States Code, section 1455, as may be amended or superseded, and as may be interpreted by any order of the Federal Communications Commission or any court of competent jurisdiction.

b. Procedures for denial without prejudice. All wireless facility minor modification permit application denials shall be in writing and shall include (i) the decision date; (ii) a statement that the City denies the permit without prejudice; (iii) a short and plain statement of the basis for the denial; and (iv) that the applicant may submit the same or substantially the same permit application in the future.

c. Submittal after denial without prejudice. After the director denies a wireless facility minor modification permit application, and subject to the generally applicable permit application submittal provisions in this chapter, an applicant shall be allowed to:

- (1) submit a new wireless facility minor modification permit application for the same or substantially the same proposed collocation or modification;
- (2) submit a new wireless facility permit application for the same or substantially the same proposed collocation or modification; or
- (3) submit an appeal of the Director's decision.

d. Costs to review a denied permit. The City shall be entitled to recover the reasonable costs for its review of any wireless facility minor modification permit application. In the event that the director denies a wireless facility minor modification permit application, the City shall return any unused deposit fees within sixty (60) days after a written request from the applicant. An applicant shall not be allowed to submit a wireless facility permit application or submit a wireless facility minor modification permit application for the same or substantially the same proposed modification unless all costs for the previously denied permit application are paid in full.

GF. Standards for Satellite Antennas. Satellite antennas, including portable units and dish antennas, shall be designed, installed and maintained in compliance with the regulations of the Federal Communications Commission. Satellite antennas with diameters larger than one meter in residential zones and two meters in nonresidential zones shall also comply with the following requirements provided these provisions do not conflict with applicable state and federal regulations.

1. Permit Requirement. Zoning clearance shall be required for satellite antennas with diameters of one meter or less; administrative plan review approval shall be required for antennas larger than one meter. A conditional use permit shall be required for antennas larger than one meter located within a designated scenic corridor.
2. Application—Plans. Plans for satellite antennas shall be submitted with applications for a building permit, and shall include a site plan and elevation drawings indicating the height, diameter, color, setbacks, foundation details, landscaping, and method of screening. The plans shall be subject to approval of the director.
3. Location. No satellite antenna shall be located within any required front-yard or street-side-yard setbacks in any zone. In addition, no portion of a satellite antenna shall extend beyond a property line.
4. Color. A satellite antenna and its supporting structure shall be painted a single, neutral, non-glossy color; such as an earth tone, gray, or black; and, to the extent possible, be compatible with the appearance and character of the surrounding neighborhood.
5. Wiring. All wiring shall be placed underground whenever possible.
6. Residential Zones. In any residential zone, satellite antennas shall be subject to the following standards:
  - a. Only ground-mounted satellite antennas shall be permitted. Ground-mounted antennas shall be located in the rear yard of any property to the extent technically possible;
  - b. Satellite antennas shall not exceed fifteen (15) feet in height;
  - c. Only one satellite antenna may be permitted on any single-family residential site;
  - d. Only one antenna shall be permitted per dwelling unit on any multiple family residential site;
  - e. A satellite antenna shall be separated from adjacent properties by at least a six-foot-high solid wall or fence or by trees or other plants of equal minimum height;
  - f. Any satellite antenna that is taller than an adjacent property-line fence shall be located away from the side or rear property line a distance equal to or greater than the height of the antenna;
  - g. The diameter of a satellite antenna shall not exceed two meters. This provision may be modified by the director if the applicant provides a sufficient technical study prepared by a qualified engineer demonstrating to the director's satisfaction that strict compliance would result in no satellite reception; and
  - h. A satellite antenna shall be used for private, noncommercial purposes only.
7. Nonresidential Zones. In any nonresidential zone, satellite antennas may be roof- or ground-mounted and shall be subject to the following standards:
  - a. If roof-mounted, satellite antennas shall be screened from ground view by a parapet or other screening approved by the city. The minimum height and design of a parapet, wall, or other screening shall be subject to the approval of the director;
  - b. If ground-mounted, satellite antennas shall not be located between a structure and an adjacent street and shall be screened from public view and neighboring properties;
  - c. The location and height of satellite antennas shall comply with all requirements of the underlying zone; and
  - d. If the subject site abuts a residential zone, all antennas shall be set back a minimum distance from the property line equal to the height of the antenna, unless screened from view.

| [GH](#). Standards for Amateur Radio Antennas. All amateur radio antennas shall be designed, constructed and maintained as follows:

1. The maximum height shall not exceed forty (40) feet, measured from finished grade;
2. Any boom or other active element or accessory structure shall not exceed twenty-five (25) feet in length;
3. Antennas may be roof- or ground-mounted; and
4. Antennas may not be located in any front-yard or side-yard setbacks;
5. These standards in this subsection ([HF](#)) are subject to modification or waiver by the director on a case-by-case basis where required for the city to comply with FCC PRB-1 and California Government Code Section 65850.3 and where such modification or waiver is based on sufficient technical information provided in writing by the applicant at the request of the city.

| [IH](#). Effects of Development on Antenna Reception. The city shall not be liable if development within the city after installation of an antenna impairs antenna reception, transmission, utility, or function to any degree.

| [IJ](#). Communications and Technology Commission as Planning Commission for Specified Purposes. For purposes of approvals required by this Section 17.12.050 and any other entitlement under this code required only because the application seeks to construct or operate a personal wireless telecommunication facility (including, but not limited to, a scenic corridor permit, a variance, or an oak tree permit), "commission" means the communications and technology commission created pursuant to Chapter 2.38 of this code, which is hereby constituted as a planning commission of the city for that purpose pursuant to Government Code Section 65100. As to any application that seeks approvals for both (i) new structures, or uses of existing structures or of land other than construction and operation of a personal wireless telecommunication facility and (ii) for the construction and operation of a personal wireless telecommunication facility, the communications and technology commission shall be the "commission" for purposes of approvals required only because the application seeks to construct and operate a personal wireless telecommunication facility. The planning commission created pursuant to Chapter 2.28 of this code shall be the "commission" for all other entitlements sought by the application. In addition, the communications and technology commission shall be the "commission" for purposes of review of proposed amendments to this Section 17.12.050

| [KJ](#). Private Enforcement. In addition to any other remedy available to the city under this code, at law or in equity, violations of this Section 17.12.050 may be remedied as follows:

1. The city attorney or city prosecutor may bring a civil action to enforce this section and to obtain the remedies specified below or otherwise available in equity or at law.
2. Any person acting for the interests of himself, herself, or itself, or of its members, or of the general public (hereinafter "a private enforcer") may bring a civil action to enforce this section with the remedies specified below, if both the following requirements are met:
  - a. The action is commenced more than sixty (60) days after the private enforcer gives written notice of an alleged violation of this section to the city attorney and to the alleged violator.
  - b. No person acting on behalf of the city has commenced or is prosecuting an action regarding the violation(s) which was or were the subject of the notice on the date the private action is filed.
3. A private enforcer shall provide a copy of his, her, or its action to the city attorney within seven days of filing it.
4. Upon settlement of or entry of judgment in an action brought pursuant to paragraph (7) of this subsection (I), the private enforcer shall give the city attorney a notice of that settlement or judgment. No private enforcer may settle such an action unless the city attorney or the court determines the settlement to be reasonable in light of the purposes of this section. Any



settlement in violation of this requirement shall be set aside upon motion of the city attorney or city prosecutor to a court of competent jurisdiction.

5. Upon proof of a violation of this section, the court shall award the following:
  - a. Appropriate injunctive relief and damages in the amount of either:
    - i. Upon proof, actual damages;
    - ii. With insufficient or no proof of damages, a minimum of five hundred dollars (\$500.00) for each violation of this section (hereinafter "statutory damages"). Unless otherwise specified in this section, each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this section, no private enforcer suing on behalf of the general public shall recover statutory damages based upon a violation of this section if a previous claim brought on behalf of the general public for statutory damages and based upon the same violation has been adjudicated, whether or not the private enforcer was a party to that earlier adjudication.
  - b. Restitution to the appropriate party or parties of gains obtained due to a violation of this section.
  - c. Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, or a conscious disregard for public health and safety.
  - d. Attorney's fees and costs reasonably incurred by a successful party in prosecuting or defending an action.

Any damages awarded in an action brought by the city attorney or city prosecutor shall be paid into the city's general fund, unless the court determines that they should be paid to a damaged third party.

6. Upon proof of at least one violation of this section, a private enforcer, the city prosecutor, city attorney, any peace officer or code enforcement official may obtain an injunction against further violations of this section or, as to small claims court actions, a judgment payable on condition that a further violation of this section occur within a time specified by the court.
7. Notwithstanding any legal or equitable bar, a private enforcer may bring an action to enforce this section solely on behalf of the general public. When a private enforcer does so, nothing about such an action shall act to preclude or bar the private enforcer from bringing a subsequent action on his, her, or its own behalf based upon the same facts.
8. Nothing in this section shall prohibit a private enforcer from bringing an action to enforce this section in small claims court, provided the relief sought is within the jurisdiction of that court.

LK. Additional Notice to Neighbors. After an application to allow the installation of a wireless facility subject to the approval of a wireless facility permit pursuant to subsections (C), (D) and (E) of this section is complete, the city shall endeavor to provide property owners at least thirty (30) days' prior notice of the initial public hearing on the matter as follows:

1. Written notice shall be mailed to the record owner of each property within one thousand five hundred (1,500) feet of the proposed site.
2. Telephone notice via the city's reverse 911 service shall be given to owners or occupants of properties within one thousand five hundred (1,500) feet of the proposed site.

A public hearing may be set on less than thirty (30) days' notice if necessary to comply with applicable law, including but not limited the Federal Communications Commission Declaratory Ruling 09-99, WT docket number 08-165, released November 18, 2009 (the "Shot Clock" ruling) and Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this section, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. as ~~they~~ now exists or may hereafter be amended.

Failure of the city to provide notice pursuant to this subsection (LK) shall not be grounds to challenge a determination provided that the notice otherwise required by law has been provided.

ML. Definitions. In addition to the definitions provided in Chapter 17.90 of this title and in Chapter 1.08 of Title 1 of this Code, this Section 17.12.050 shall be construed in light of the following definitions:

"Accessory equipment" means any equipment installed, mounted, operated or maintained in close proximity to a personal wireless telecommunication facility to provide power to the personal wireless telecommunication facility or to receive, transmit or store signals or information received by or sent from a personal wireless telecommunication facility.

"Antenna structure" means any antenna, any structure designed specifically to support an antenna and/or any appurtenances mounted on such a structure or antenna.

"Applicable law" means all applicable federal, state and local law, ordinances, codes, rules, regulations and orders, as the same may be amended from time to time.

"Applicant" includes any person or entity submitting an application to install a personal wireless telecommunication facility under this section and the persons within the scope of the term "applicant" as defined by Section 17.90.020 of this code.

"Base station" means the equipment and non-tower supporting structure at a fixed location that enables Federal Communications Commission licensed or authorized wireless telecommunications between user equipment and a communications network.

"City" means the City of Calabasas and is further defined in Section 1.08.020 of this code.

"Collocation" means the mounting or installation of additional wireless transmission equipment at an existing wireless facility.

"Commission" has the meaning set forth in paragraph (l) of this section.

"dBA" is defined in Chapter 17.90 of this title.

"Director" means the City of Calabasas Community Development Director or his or her designee.

"FCC" means the Federal Communications Commission or any successor to that agency.

"In-kind call testing" means testing designed to measure the gap in coverage asserted by an applicant. If a claimed gap is for in-building coverage, then in-building call testing must be performed to establish the existence or absence of such a gap unless the applicant provides a sworn affidavit demonstrating good faith but unsuccessful attempts to secure access to buildings to conduct such testing and the circumstances that prevented the applicant from conducting such testing. Claimed gaps in service for "in-vehicle" or "open-air" service may be demonstrated by call testing performed in vehicles or in the open.

"Least intrusive means" means that the location or design of a personal wireless telecommunication facility addresses a significant gap in an applicant's personal communication service while doing the least disservice to the policy objectives of this chapter as stated in Section 17.12.050(A). Analysis of whether a proposal constitutes the least intrusive means shall include consideration of means to close an asserted significant gap by co-locating a new personal wireless telecommunication facility on the site, pole, tower, or other structure of an existing personal wireless telecommunication facility.

"Monopole" means a structure composed of a single spire, pole, or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm, and similar monopoles camouflaged to resemble faux objects attached on a monopole.

"MPE" means maximum permissible exposure.

"Non-tower supporting structure" means any structure, whether built for wireless communications purposes or not, that supports wireless transmission equipment under a valid permit at the time an applicant submits an application for a permit under this Code and which is not a wireless tower.

"OET" or "FCC OET" means the Office of Engineering & Technology- of the Federal Communications Commission.

"Open space" includes (1) land which is zoned OS, OS-DR, or REC, (2) land in residential zones upon which structures may not be developed by virtue of a restriction on title, (3) all common areas, private parks, slope easements, and (4) any other area owned by a homeowners association or similar entity.

"Park" and "playground" shall have their ordinary, dictionary meanings.

"Personal communication service" means commercial mobile services provided under a license issued by the FCC.

"Personal wireless telecommunication facility," "wireless telecommunication facility," or "wireless facility" means a structure, antenna, pole, tower, equipment, accessory equipment and related improvements used, or designed to be used, to provide wireless transmission of voice, data, images or other information, including but not limited to cellular phone service, personal communication service and paging service.

"Private enforcer" has the meaning provided in subsection (JK)(2) of this Section 17.12.050.

"Residential zone" means a zone created by Chapter 17.13 of this title.

"RF" means radio frequency.

"Significant gap" as applied to an applicant's personal communication service or the coverage of its personal wireless telecommunication facilities is intended to be defined in this chapter consistently with the use of that term in the Telecommunications Act of 1996 and case law construing that statute. Provided that neither the Act nor case law construing it requires otherwise, the following guidelines shall be used to identify such a significant gap:

1. A significant gap may be demonstrated by in-kind call testing.
2. The commission shall accept evidence of call testing by the applicant and any other interested person and shall not give greater weight to such evidence based on the identity of the person who provides it but shall consider (i) the number of calls conducted in the call test, (ii) whether the calls were taken on multiple days, at various times, and under differing weather and vehicular traffic conditions, and (iii) whether calls could be successfully initiated, received and maintained in the area within which a significant gap is claimed.
3. A significant gap may be measured by:
  - a. The number of people affected by the asserted gap in service;
  - b. Whether a wireless communication facility is needed to merely improve weak signals or to fill a complete void in coverage;
  - c. Whether the asserted gap affects Highway 101, a state highway, or an arterial street which carries significant amounts of traffic.

"Stealth facility" means any personal wireless telecommunication facility which is designed to substantially blend into the surrounding environment by, among other things, architecturally integrating into a structure or otherwise using design elements to conceal antennas, antenna supports, poles, equipment, cabinets, equipment housing and enclosure; and related above-ground accessory equipment.

"Transmission equipment" or "wireless transmission equipment" means any equipment that facilitates transmission for any Federal Communications Commission licensed or authorized wireless communication service, including but not limited to, radio transceivers, antennas and other equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supplies.

"Wireless" means any Federal Communications Commission licensed or authorized wireless telecommunications service.

"Wireless Tower" or "Telecommunications tower" mean any structure, including a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure, designed and constructed for the primary purpose of primarily used to supporting any Federal Communications

Commission licensed or authorized wireless telecommunications facility antennas and their associated facilities.

"Wireless facility minor modification permit" means a permit issued under this chapter authorizing the modification of an existing personal wireless telecommunications facility. The procedures for the application for, approval of, and revocation of such a permit shall be those required by this title, including but not limited to Section 17.12.050(F).

"Wireless facility permit" means a permit issued under this chapter authorizing the installation, operation and maintenance of a personal wireless telecommunications facility. Except as otherwise provided by this chapter, the procedures for the application for, approval of, and revocation of such a permit shall be those required by this title (including, but not limited to, those of Section 17.62.060) for a conditional use permit.

(Ord. No. 2010-265, § 3, 1-27-2010; Ord. No. 2011-289, § 1, 11-9-2011; Ord. No. 2012-295, § 2(Exh. A), 6-27-2012; Ord. No. 2012-302, § 1, 8-22-2012; Ord. No. 2014-314, §§ 3—5, 4-23-2014)

## 17.12.050 - Antennas/personal wireless telecommunication facilities.

- A. Purpose and Intent. The purpose of this section is to regulate the installation, operation and maintenance of personal wireless telecommunication facilities in the city. The city recognizes that the unrestricted installation of redundant personal wireless telecommunication facilities is contrary to the city's efforts to stabilize economic and social aspects of neighborhood environments, and to promote safety and aesthetic considerations, family environments and a basic residential character within the city.

In enacting this section, the city intends to:

1. Promote and protect the health, safety, comfort, convenience and general welfare of residents and business in accord with Section 17.01.020 of this title;
  2. Protect the benefits derived by the city, its residents and the general public from access to personal wireless services while minimizing, to the greatest extent feasible, the redundancy of personal wireless telecommunication facilities in the city;
  3. Balance these goals, by permitting the installation and operation of personal wireless telecommunication facilities where they are needed, while reducing, to the greatest extent feasible, adverse economic, safety and / or aesthetic impacts on nearby properties and the community as a whole; and
  4. Comply with applicable law, including the 1996 Telecommunications Act.
  5. In enacting this section, it is the intent of the city council that no additional rights or entitlements be conferred to construct or maintain personal wireless telecommunication facilities, other than those rights or entitlements existing under applicable state or federal law.
  6. This section is intended to regulate all uses of wireless communications in the city, including uses by public utilities, to the extent of the city's power to regulate the use of land under federal and state law, but not to exceed the scope of the city's authority.
- B. Applicability. This section applies to all proposed antennas and modifications and related personal wireless telecommunication facilities, as follows:
1. All applications for approval of the installation of new personal wireless telecommunication facilities in the city.
  2. All facilities for which applications were received by the department but not approved prior to the effective date of the ordinance codifying this section, shall comply with the regulations and guidelines of this section.
  3. All facilities for which applications were approved by the city on or prior to the effective date of the ordinance codifying this section shall be exempt from this section, except for the requirements of subsection (C)(6)(c).
  4. All facilities for which applications have been previously approved, but are now or hereafter modified.
- C. Standards for all personal wireless telecommunication facilities. All personal wireless telecommunication facilities shall comply with the following requirements:
1. Permit Requirements. No new personal wireless telecommunication facility shall be installed until the applicant or operator has obtained: (i) a wireless facility permit, (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. All modifications to an existing personal wireless telecommunications facility that do not meet the findings of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit,

an electrical permit, or an oak tree permit. Applications for wireless facility permits shall be first reviewed by the development review committee. All applications for wireless facility permits will be scheduled for a public hearing before the commission in accordance with Section 17.12.050(L) and Chapter 17.78 of this code. The commission shall determine if a proposed project for which a wireless facility permit is required is the least intrusive means to close a significant gap in the applicant's service coverage. All modifications to an existing personal wireless facility that meet the conditions of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit.

2. Wireless Facility Permit Application Content. Applications for the approval of wireless facility permits for personal wireless telecommunication facilities shall include, but are not necessarily limited to, an application fee and the following information, in addition to all other information required by the city for a wireless facility permit application pursuant to Chapter 17.60 of this title:
  - a. Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of Section 17.12.050(C)(3); and
  - b. Scaled visual simulations showing the proposed facility superimposed on photographs of the site and surroundings, to assist the commission in assessing the visual impacts of the proposed facility and its compliance with the provisions of this section; and
  - c. For new facilities, the plans shall include (in plan view and elevations) a scaled depiction of the maximum permitted increase as authorized by Section 6409(a) of the 2012 Middle Class Tax Relief Act, using the proposed project as a baseline; and
  - d. A master plan which identifies the location of the proposed facility in relation to all existing and potential facilities maintained by the operator intended to serve the city. The master plan shall reflect all potential locations that are reasonably anticipated for construction within two years of submittal of the application. Applicants may not file, and the city shall not accept, applications that are not consistent with the master plan for a period of two years from approval of a wireless facility permit unless: (i) the applicant demonstrates materially changed conditions which could not have been reasonably anticipated to justify the need for a personal wireless telecommunication facility site not shown on a master plan submitted to the city within the prior two years or (ii) the applicant establishes before the commission that a new personal wireless telecommunication facility is necessary to close a significant gap in the applicant's personal communication service, and the proposed new installation is the least intrusive means to do so; and
  - e. A siting analysis which identifies a minimum of five other feasible locations within or without the city which could serve the area intended to be served by the facility, unless the applicant provides compelling technical reasons for providing fewer than the minimum. The alternative site analysis shall include at least one collocation site; and
  - f. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power"; and

- g. A statement signed by a person with legal authority to bind the applicant attesting under penalty of perjury to the accuracy of the information provided in the application; and
  - h. A noise study, prepared by a qualified engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators; and
  - i. A written statement of the applicant's willingness to allow other carriers to collocate on the proposed personal wireless telecommunication facility wherever technically and economically feasible and aesthetically desirable; and
  - j. Such other information as the director shall establish from time to time pursuant to the Permit Streamlining Act, Government Code Section 65940, or to respond to changes in law or technology.
  - k. An application for a personal wireless telecommunication facility in a public right-of-way for which the applicant claims entitlement under California Public Utilities Code Section 7901 shall be accompanied by evidence satisfactory to the director that the applicant is a telephone corporation or has written authorization to act as an agent for a telephone corporation.
3. Wireless Facility Permit Preferred Zones and Locations. When doing so would not conflict with one of the standards set forth in this subsection (C) or with federal law, personal wireless telecommunication facilities subject to the approval of a wireless facility permit shall be located in the most appropriate location as described in this subsection (3), which range from the most appropriate to the least appropriate. Nothing in this section shall detract from the requirements of Section 17.12.050(C)(4)(a) below.
- i. Collocation on an existing facility in a commercial zone;
  - ii. Collocation on an existing structure or utility pole in a commercial zone;
  - iii. Location on a new structure in a commercial zone;
  - iv. Collocation on an existing facility in a public facility or recreation zone;
  - v. Location on an existing structure or utility pole in a public facility or recreation zone;
  - vi. Location on a new structure in a public facility or recreation zone.

No new facility may be placed in a less appropriate area unless the applicant demonstrates to the satisfaction of the commission that no more appropriate location can feasibly serve the area the facility is intended to serve provided, however, that the commission may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

4. Design and Development Standards. Personal wireless telecommunication facilities shall be designed and maintained as follows:
- a. All new personal wireless telecommunication facilities shall be set back at least one thousand (1,000) feet from schools, dwelling units and parks, as measured from the closest point of the personal wireless telecommunication facility (including accessory equipment) to the applicable property line, unless an applicant establishes that a lesser setback is necessary to close a significant gap in the applicant's personal communication service, and the proposed personal wireless telecommunication facility is the least intrusive means to do so. An applicant who seeks to increase the height of an existing personal wireless telecommunication facility, or of its antennas, located less than one thousand (1,000) feet from a school, dwelling unit or park and who is subject to the approval of a wireless facility permit for the proposed height increase must establish that such increase is necessary to close a significant gap in the applicant's personal communication service, and the proposed increase is the least intrusive means to do so.
  - b. Facilities shall have subdued colors and non-reflective materials which blend with the materials and colors of the surrounding area and structures.

- c. Unless otherwise prohibited by state or federal law, all equipment not located on a roof shall be underground; any equipment that is not undergrounded shall be screened from adjacent uses to the maximum extent feasible.
  - d. The facilities shall not bear any signs or advertising devices other than certification, warning or other signage required by law or expressly permitted by the city.
  - e. At no time shall equipment noise (including air conditioning units) from any facility exceed the applicable noise limit established in Section 17.20.160 of this title at the facility's property line; provided, however, that for any such facility located within five hundred (500) feet of any property zoned open space or residential, or improved with a residential use, such equipment noise shall at no time be audible at the property line of any open space or residentially zoned, or residentially improved property.
  - f. If the majority of radio frequency coverage from the proposed facility is outside the city limits, the applicant must, in addition to the other requirements of this section, prove that the applicant is unable to locate the proposed new facility within the locale or locales that will receive the majority of the coverage from the proposed personal wireless telecommunications facility, and that no other feasible location for the facility exists outside of the city limits. That an applicant for a wireless facility permit in the city has been denied a wireless facility, antenna, or wireless coverage in another jurisdiction shall not be considered evidence or proof that the applicant is unable to locate in another jurisdiction.
5. Independent Expert Review. The city shall retain one or more independent, qualified consultants to review any application for a wireless facility permit for a personal wireless telecommunication facility or for a wireless facility minor modification permit. The review is intended to be a review of technical aspects of the proposed wireless telecommunication facility or modification of an existing wireless telecommunication facility and shall address any or all of the following, as applicable:
- a. For wireless facility permits, whether the proposed wireless telecommunication facility is necessary to close a significant gap in coverage and is the least intrusive means of doing so;
  - b. The accuracy and completeness of submissions;
  - c. For wireless facility permits, technical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;
  - d. The applicability of analysis techniques and methodologies;
  - e. For wireless facility permits, the viability of alternative sites and alternative designs; and
  - f. For wireless facility permits, an analysis of the potential expansion that would be considered an eligible facility request under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012; and
  - g. Any other specific technical issues designated by the city.

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

6. Conditions of Approval. All facilities subject to a wireless facility permit approved under this section shall be subject to the following conditions, as applicable:
- a. Facilities shall not bear any signs or advertising devices other than legally required certification, warning, or other required seals or signage, or as expressly authorized by the city.
  - b. Abandonment:
    - 1) Personal wireless telecommunication facilities that are no longer operating shall be removed at the expense of the applicant, operator, or owner no later than ninety (90) days after the discontinuation of use. Disuse for ninety (90) days or more shall also



constitute a voluntary termination by the applicant of any land use entitlement under this code or any predecessor to this code.

- 2) The director shall send a written notice of the determination of non-operation to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.
  - 3) The operator of a facility shall notify the city in writing of its intent to abandon a permitted site. Removal shall comply with applicable health and safety regulations. Upon completion of abandonment, the site shall be restored to its original condition at the expense of the applicant, operator, or owner.
  - 4) All facilities not removed within the required ninety-day period shall be in violation of this code. In the event the city removes a disused facility upon the failure of the applicant, operator, or owner to timely do so, the applicant, operator, and owner shall be jointly and severally liable for the payment of all costs and expenses the city incurs for the removal of the facilities, including legal fees and costs.
- c. The applicant, operator of a facility and property owner (when applicable) shall defend, indemnify and hold the city and its elective and appointed boards, commissions, officers, agents, consultants and employees harmless from and against all demands, liabilities, costs (including attorneys' fees), or damages arising from the city's review and/or approval of the design, construction, operation, location, inspection or maintenance of the facility.
  - d. **Removal of Unsafe Facilities.** If, at any time after ten (10) years of the issuance of a building permit or encroachment permit, or any shorter period permitted by Government Code Section 65964(b), any personal wireless telecommunication facility becomes incompatible with public health, safety or welfare, the applicant or operator of the facility shall, upon notice from the city and at the applicant's or operator's own expense, remove that facility. Written notice of a determination pursuant to this paragraph shall be sent to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.
  - e. The owner or operator of any personal wireless telecommunication facility approved by a wireless facility permit under this subsection C of this Section 17.12.050 shall cooperate with the director to: (1) verify that the facility design conforms with relevant building and safety requirements; and (2) verify that the facility complies with the requirements of Section 17.12.050 of the Calabasas Municipal Code.
  - f. Prior to the issuance of a building permit or encroachment permit, the applicant or owner/operator of the facility shall pay for and provide a performance bond, which shall be in effect until all facilities are fully and completely removed and the site reasonably returned to its original condition. The purpose of this bond is to cover the applicant's or owner/operator of the facility's obligation under the conditions of approval and the City of Calabasas Municipal Code. The bond coverage shall include, but not be limited to, removal



- iv. Within the area subject to the Calabasas Park Centre Master Plan; and
  - v. Within a scenic corridor designated by the city; and
  - vi. Within a historic district designated by the city.
- c. Prohibited Locations. No personal wireless telecommunication facility shall be established on any ridgeline or within any residential or open space zoning district described in subparagraphs (i), (ii) and (iii) herein.
- i. Ridgelines. No personal wireless telecommunication facility shall be placed on or near a ridgeline.
  - ii. Residential Zones. No facility shall be located within a residential zone, including areas set aside for open space, parks or playgrounds.
  - iii. Open Space. No facility shall be located within an open space zone or park.

Any wireless telecommunication facility proposed for a site within any open space zone shall not be deemed a "public utility" as that term is otherwise defined and understood in the Calabasas Municipal Code regarding development in such open space zones.

- d. Guidelines for Placement on Structures. Antennas shall be mounted on structures utilizing the methods described below. If an antenna cannot be mounted as set forth in subsection (i), it may be mounted in accordance with subsection (ii). If an antenna cannot be mounted as set forth in either subsection (i) or (ii), it may be mounted in accordance with subsection (iii):
    - i. A stealth facility mounted on an existing structure or collocated on an existing tower;
    - ii. A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
    - iii. A stealth facility mounted on a new steel, wood or concrete pole.
2. Design and Development Standards. Personal wireless telecommunication facilities shall be designed and maintained as follows:
- a. Building-mounted facilities shall be designed and constructed to be fully screened in a manner that is compatible in color, texture and type of material with the architecture of the building on which the facility is mounted.
  - b. All accessory equipment associated with the operation of a personal wireless telecommunication facility shall be located within a building enclosure or underground vault that complies with the development standards of the zoning district in which the accessory equipment is located.
3. City Council Approval Required. Notwithstanding Section 17.12.050(D)(1)(c), personal wireless telecommunication facilities subject to the approval of a wireless facility permit may be permitted in a prohibited location only if the applicant obtains a wireless facility permit from the city council following a public hearing and recommendation from the communication and technology commission, and provides technically sufficient and conclusive proof that the proposed location is necessary for provision of wireless services to substantial areas of the city, that it is necessary to close a significant gap in the operator's coverage and that there are no less intrusive alternative means to close that significant gap.
- E. Standards for Personal Wireless Telecommunication Facilities Located Within Public Rights-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit and located within public rights-of-way shall comply with the following requirements to the fullest extent permitted by state and federal law:
- 1. Construction. These standards are intended to exert the maximum authority available to the city in the regulation of personal wireless telecommunication facilities under applicable state and federal law but not to exceed that authority. Accordingly, this section shall be construed and

applied in light of any such limits on the city's authority. The purpose of this subsection (E) is to regulate personal wireless telecommunications facilities proposed for sites within public rights-of-way consistently with the rights conferred on telephone corporations by Public Utilities Code §§ 7901 and 7901.1 and to address the aesthetic and safety concerns unique to such proposals due to their highly visible location in rights-of-way that must be safely shared with pedestrians, motorists and other utility infrastructure.

2. Application Content. Applications for the approval of personal wireless telecommunication facilities within the public right-of-way shall include the following information, in addition to all other information required by subsection (C)(2) above:
  - a. The applicant shall provide certification that the facility is for the use of a telephone corporation or state the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.
3. Guidelines. All personal wireless telecommunication facilities located within a public right-of-way shall be designed as follows:
  - a. Ground-mounted equipment shall be screened, to the fullest extent possible, through the use of landscaping, walls, or other decorative feature, as approved by the commission.
  - b. Facilities located within a designated scenic corridor or historic districts shall be stealth facilities, with all equipment, excluding required electrical meter cabinets, located underground or pole-mounted. Required electrical meter cabinets shall be screened as approved by the commission.
  - c. Personal wireless telecommunication facilities not located within a scenic corridor or historic district designated by the city shall be designed to place all equipment underground, excluding required electrical meters. However, if such facilities cannot be placed underground, ground-mounted equipment may be installed up to a height of five feet and to a footprint of fifteen (15) square feet.
  - d. Pole-mounted equipment shall not exceed six cubic feet.
  - e. Pole-mounted antennas shall adhere to the following guidelines:
    - i. If an antenna cannot be mounted as set forth in subsection (a), it may be mounted in accordance with subsection (b). If an antenna cannot be mounted as set forth in either subsection (a) or (b), it may be mounted in accordance with subsection (c):
      - (a) A stealth facility mounted on an existing, collocated monopole or tower;
      - (b) A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
      - (c) A stealth facility mounted on a new steel, wood or concrete pole but only if an operator shows that it cannot otherwise close a significant gap in its service coverage, and that the proposal is the least intrusive means of doing so.
    - ii. All installations shall be engineered to withstand high wind loads. An evaluation of high wind load capacity shall include the impact of an additional antenna installation on a pole with existing antennae.
    - iii. The maximum height of any antenna shall not exceed twenty-four (24) inches above the height of a pole or tower other than a streetlight pole, nor six feet above the height of a streetlight pole, nor shall any portion of the antenna or equipment mounted on a pole be less than sixteen (16) feet above any drivable road surface. All installations on utility poles shall fully comply with California Public Utilities Commission General Order 95 as it now exists or may hereafter be amended.

- iv. A freestanding telecommunications tower or monopole shall be set back a distance of at least one hundred fifty (150) percent of the height of the tower to the nearest structure designed for occupancy.
    - f. Equipment shall be located so as not to cause: (i) any physical or visual obstruction to pedestrian or vehicular traffic, (ii) inconvenience to the public's use of a public right-of-way, or (iii) safety hazards to pedestrians and motorists. In no case shall ground-mounted equipment, walls, or landscaping be less than eighteen (18) inches from the front of the curb.
    - g. Facilities shall not be located within five hundred (500) feet of another wireless facility on the same side of a street.
    - h. No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act.
- 4. Findings. In addition to the findings required in subsection (C)(7) above, no proposed personal wireless telecommunication facility subject to the approval of a wireless facility permit within a public right-of way may be approved unless the following findings are made:
  - a. The proposed facility has been designed to blend with the surrounding environment, with minimal visual impact on the public right-of-way.
  - b. The proposed facility will not have an adverse impact on the use of the public right-of-way, including but not limited to, the safe movement and visibility of vehicles and pedestrians.
- 5. Conditions of Approval. In addition to compliance with the guidelines outlined in paragraph (3) of this subsection and the conditions of approval listed in subsection (C)(6) above, all facilities approved under this subsection (E) shall be subject to the following conditions:
  - a. Any approved wireless communication facility within a public right-of-way shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the public works director to: (i) protect the public health, safety, and welfare; (ii) prevent interference with pedestrian and vehicular traffic; or (iii) prevent damage to a public right-of-way or any property adjacent to it. Before the director of public works imposes conditions, changes, or limitations pursuant to this paragraph, he or she shall notify the applicant or operator, in writing, by mail to the address set forth in the application or such other address as may be on file with the city. Such change, new limitation or condition shall be effective twenty-four (24) hours after deposit of the notice in the United States mail.
  - b. The applicant or operator of the personal wireless telecommunication facility shall not move, alter, temporarily relocate, change, or interfere with any existing public facility, structure or improvement without the prior written consent of the City, and the owner in the circumstance where the owner is not the City. No structure, improvement or facility owned by the city shall be moved to accommodate a personal wireless telecommunication facility unless: (i) the city determines, in its sole and absolute discretion, that such movement will not adversely affect the city or surrounding residents or businesses, and (ii) the applicant or operator pays all costs and expenses related to the relocation of the city's facilities. Every applicant or operator of any personal wireless telecommunication facility shall assume full liability for damage or injury caused to any property or person by his, her, or its facility. Before commencement of any work pursuant to an encroachment permit issued for any personal wireless telecommunication facility within a public right-of-way, an applicant shall provide the city with documentation establishing to the city's satisfaction that the applicant has the legal right to use or interfere with any other facilities within the public right-of-way to be affected by applicant's facilities.
  - c. Should any utility company offer electrical service to a wireless facility which service does not require the use of a meter cabinet, the applicant or operator of the facility shall at its cost remove the meter cabinet and any foundation thereof and restore the area to its prior condition.

F. Requirements for Personal Wireless Telecommunications Facilities Subject to a Wireless Facility Minor Modification Permit. This subsection governs applications for certain modifications to existing personal wireless telecommunications facilities, as specified.

1. Purpose. Subsection (F) is intended to comply with the City's obligations under federal law, which provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1), adopted as Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub.L. No. 112-96, 126 Stat. 156.) This subsection creates a process for the City to review an application for a wireless facility minor modification permit submitted by an applicant who asserts that a proposed collocation or modification to an existing personal wireless telecommunications facility is covered by this federal law and to determine whether the City must approve the proposed collocation or modification. The City's review of these applications is structured to comply with the requirements of Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. Consistent with section 17.12.050(A)(6), this subsection is intended to promote the public's health, safety, and welfare, and shall be interpreted consistent with the federal Telecommunications Act of 1996 (Pub.L. No. 104-104, 110 Stat. 56), Title 47, United States Code, section 1455, and applicable Federal Communications Commission regulations and court decisions considering these laws and regulations.
2. Applicability. An applicant seeking approval of a collocation or modification to an existing personal wireless telecommunication facility which the applicant contends is within the protection of Title 47, United States Code, section 1455 shall apply for the following at the same time: (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if the required by applicable provisions of this code), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. No collocation or modification to an existing personal wireless telecommunication facility shall be installed unless the applicant or operator has obtained either a wireless facility minor modification permit or a wireless facility permit.
3. Application Content. All applications for a wireless facility minor modification permit must include the following items.
  - a. Application Form. The City's standard application form, available on the City's website or from the Community Development Department, as may be amended.
  - b. Application Fee. An application fee as established by the council by resolution under the authority of Section 17.60.040.
  - c. Independent Consultant Deposit. An independent consultant fee deposit, if required by the council by resolution under the authority of Section 17.60.040, to reimburse the City for its costs to retain an independent consultant to review the technical aspects of the application.
  - d. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.
    - (1) A site plan and elevation drawings for the facility as existing and as proposed with all height and width measurements explicitly stated.
    - (2) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.
    - (3) A depiction of all existing and proposed utility runs and points of contact.
    - (4) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.
    - (5) For proposed collocations or modifications to wireless towers, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the

wireless tower as it existed on February 22, 2012 or as approved if constructed after February 22, 2012. For proposed collocations or modifications to base stations, the plans must include scaled plan views and all four elevations that depict the physical dimensions of the base station as it existed on February 22, 2012 or as approved if constructed after February 22, 2012.

(6) A demolition plan.

- e. Visual Simulations. A visual analysis that includes (1) scaled visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view angle; (2) a color and finished material palette for proposed screening materials; and (3) a photograph of a completed facility of the same design and in roughly the same setting as the proposed wireless communication facility.
- f. Statement Asserting that Section 6409 Applies. A written statement asserting that the proposed collocation or modification is an "eligible facilities request" and does not result in a substantial change in the physical dimensions of the facility's wireless tower or base station, as defined by Section 6409, Title 47, United States Code, section 1455, and justifying that assertion. The written statement shall identify and discuss each required finding for approval of a wireless facility minor modification permit under Section 17.12.050(F)(5) and explain the facts that justify the request for the director to make each finding.
- g. Prior Permits. True and correct copies of all previously issued permits, including all required conditions of approval and a certification by the applicant that the proposal will not violate any previous permit or conditions of approval or why any violated permit or conditions does not prevent approval under Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this federal law.
- h. Affirmation of Radio Frequency Standards Compliance. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, because it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power".
- i. Structural Analysis. A structural analysis, prepared, signed, and sealed by a California-licensed engineer that assesses whether the proposed wireless telecommunications facility complies with all applicable building codes.
- j. Noise Study. A noise study, prepared, signed, and sealed by a California-licensed engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators.; or a written statement signed and sealed by a California-licensed engineer indicating that the proposed modification(s) will not alter the existing noise levels or operational equipment which creates noise.
- k. Other Permits. An application for a wireless facility minor modification permit shall include all permit applications with all required application materials for each and every separate permit required by the City for the proposed collocation or modification to an existing personal wireless telecommunications facility, including a building permit, an encroachment permit (if applicable), and an electrical permit (if applicable).
- l. Other Information. Such other information as the City may require, as specified in publically available materials, including information required as stated on the City's website.

4. Application Review, Notice, and Hearing. Each application for a wireless facility minor modification permit shall be reviewed by the director at a public hearing. Notice of the public hearing shall be provided in accord with Chapter 17.78, except that written notice shall be mailed to the record owner of each property within three hundred (300) feet of the site of the proposed modification. Under federal law, the City must approve or deny an application for a wireless facility minor modification permit, together with any other City permits required for a proposed wireless facility modification, within sixty (60) days after the applicant submits the application for a wireless facility minor modification permit, unless tolled due to issuance of any notice of incomplete filing or by mutual agreement between the city and the applicant. Under federal law, failure to act on a wireless facility minor modification permit application within the sixty (60) day review period, excluding tolling period, will result in the permit being deemed granted by operation of law.
5. Findings Required for Approval by Director at Public Hearing.
  - a. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower on private property only if each of the following findings can be made:
    - (1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities;
    - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater;
    - (3) The proposed collocation or modification does not increase the width of the facility by more than twenty (20) feet or the width of the tower at the level of the appurtenance, whichever is greater;
    - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
    - (5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access or utility easements;
    - (6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and
    - (7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
  - b. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing base station on private property only if each of the following findings can be made:
    - (1) The applicant proposes a collocation or modification to a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;
    - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;



- (3) The proposed collocation or modification does not increase the width of the facility by more than six (6) feet;
  - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
  - (5) The proposed collocation or modification does not involve any excavation outside the lease or license area of the facility, including any access and utility easements;
  - (6) The proposed collocation or modification does not defeat any existing concealment elements of the support structure; and
  - (7) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
- c. The director must approve an application for a wireless facility minor modification permit for a collocation or modification to an existing wireless tower or base station in the public right of way only if each of the following findings can be made:
- (1) The applicant proposes a collocation or modification to either (i) a structure constructed and maintained with all necessary permits in good standing for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or (ii) a structure constructed and maintained with all necessary permits in good standing, whether built for the sole or primary purpose of supporting any Federal Communications Commission licensed or authorized antennas and their associated facilities or not, that currently supports existing wireless transmission equipment;
  - (2) The proposed collocation or modification does not increase the height of the existing personal wireless telecommunication facility above its lowest height on February 22, 2012 or as approved if constructed after February 22, 2012 by more than ten percent (10%) or ten (10) feet, whichever is greater;
  - (3) The proposed collocation or modification does not increase the width of the facility by more than six (6) feet;
  - (4) The proposed collocation or modification does not involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four;
  - (5) The proposed collocation or modification does not involve either (i) the installation of any new equipment cabinets on the ground, if none already exist, or (ii) the installation of ground equipment cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets;
  - (6) The proposed collocation or modification does not involve any excavation outside the area in proximity to the existing ground-mounted equipment in the public right of way;
  - (7) The proposed collocation or modification does not defeat any existing concealment elements of the existing structure; and
  - (8) The proposed collocation or modification does not violate any prior conditions of approval, except as may be preempted by Section 6409, Title 47, United States Code, section 1455, subdivision (a).
6. Conditions of Approval for Wireless Facility Minor Modification Permits. In addition to any other conditions of approval permitted under federal and state law and this Code that the director deems appropriate or required under this Code, all wireless facility minor modification permits under this subsection, whether approved by the director or deemed granted by the operation of law, shall include the following conditions of approval:

- a. No automatic renewal. The grant or approval of a wireless facility minor modification permit shall not renew or extend the underlying permit term.
  - b. Compliance with previous approvals. The grant or approval of a wireless facility minor modification permit shall be subject to the conditions of approval of the underlying permit, except as may be preempted by Section 6409, subdivision (a).
  - c. As-built plans. The applicant shall submit to the director an as-built set of plans and photographs depicting the entire personal wireless telecommunications facility as modified, including all transmission equipment and all utilities, within ninety (90) days after the completion of construction.
  - d. Indemnification. To the fullest extent permitted by law, the applicant and any successors and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to the wireless facility minor modification permit and the issuance of any permit or entitlement in connection therewith. The applicant shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
  - e. Compliance with applicable laws. The applicant shall comply with all applicable provisions of this Code, any permit issued under this Code, and all other applicable federal, state, and local laws. Any failure by the City to enforce compliance with any applicable laws shall not relieve any applicant of its obligations under this code, any permit issued under this code, or all other applicable laws and regulations.
  - f. Compliance with approved plans. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
  - g. Violations. The facility shall be developed, maintained, and operated in full compliance with the conditions of the wireless facility minor modification permit, any other applicable permit, and any law, statute, ordinance or other regulation applicable to any development or activity on the site. Failure of the applicant to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of this Code, the conditions of approval for the wireless facility minor modification permit, or any other law, statute, ordinance or other regulation applicable to any development or activity on the site may result in the revocation of this permit. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.
  - h. In the event that a court of competent jurisdiction invalidates or limits, in part or in whole, Title 47, United States Code, section 1455, such that such statute would not mandate approval for the collocation or modification granted or deemed granted under a wireless facility minor modification permit, such permit shall automatically expire twelve (12) months from the date of that opinion.
  - i. The grant, deemed-grant or acceptance of wireless facility minor modification permit shall not waive and shall not be construed or deemed to waive the City's standing in a court of competent jurisdiction to challenge Title 47, United States Code, section 1455 or any wireless facility minor modification permit issued pursuant to Title 47, United States Code, section 1455 or this code.
7. Wireless Facility Minor Modification Permit Denial Without Prejudice

- a. Grounds for denial without prejudice. The Director may deny without prejudice an application for a wireless facility minor modification permit in any of the following circumstances:
    - (1) The Director cannot make all findings required for approval of a wireless facility minor modification permit;
    - (2) The proposed collocation or modification would cause the violation of an objective, generally applicable law protecting public health or safety;
    - (3) the proposed collocation or modification involves the removal and replacement of the facility's entire supporting structure; or
    - (4) the proposed collocation modification does not qualify for mandatory approval under Title 47, United States Code, section 1455, as may be amended or superseded, and as may be interpreted by any order of the Federal Communications Commission or any court of competent jurisdiction.
  - b. Procedures for denial without prejudice. All wireless facility minor modification permit application denials shall be in writing and shall include (i) the decision date; (ii) a statement that the City denies the permit without prejudice; (iii) a short and plain statement of the basis for the denial; and (iv) that the applicant may submit the same or substantially the same permit application in the future.
  - c. Submittal after denial without prejudice. After the director denies a wireless facility minor modification permit application, and subject to the generally applicable permit application submittal provisions in this chapter, an applicant shall be allowed to:
    - (1) submit a new wireless facility minor modification permit application for the same or substantially the same proposed collocation or modification;
    - (2) submit a new wireless facility permit application for the same or substantially the same proposed collocation or modification; or
    - (3) submit an appeal of the Director's decision.
  - d. Costs to review a denied permit. The City shall be entitled to recover the reasonable costs for its review of any wireless facility minor modification permit application. In the event that the director denies a wireless facility minor modification permit application, the City shall return any unused deposit fees within sixty (60) days after a written request from the applicant. An applicant shall not be allowed to submit a wireless facility permit application or submit a wireless facility minor modification permit application for the same or substantially the same proposed modification unless all costs for the previously denied permit application are paid in full.
- G. Standards for Satellite Antennas. Satellite antennas, including portable units and dish antennas, shall be designed, installed and maintained in compliance with the regulations of the Federal Communications Commission. Satellite antennas with diameters larger than one meter in residential zones and two meters in nonresidential zones shall also comply with the following requirements provided these provisions do not conflict with applicable state and federal regulations.
- 1. Permit Requirement. Zoning clearance shall be required for satellite antennas with diameters of one meter or less; administrative plan review approval shall be required for antennas larger than one meter. A conditional use permit shall be required for antennas larger than one meter located within a designated scenic corridor.
  - 2. Application—Plans. Plans for satellite antennas shall be submitted with applications for a building permit, and shall include a site plan and elevation drawings indicating the height, diameter, color, setbacks, foundation details, landscaping, and method of screening. The plans shall be subject to approval of the director.

3. Location. No satellite antenna shall be located within any required front-yard or street-side-yard setbacks in any zone. In addition, no portion of a satellite antenna shall extend beyond a property line.
  4. Color. A satellite antenna and its supporting structure shall be painted a single, neutral, non-glossy color; such as an earth tone, gray, or black; and, to the extent possible, be compatible with the appearance and character of the surrounding neighborhood.
  5. Wiring. All wiring shall be placed underground whenever possible.
  6. Residential Zones. In any residential zone, satellite antennas shall be subject to the following standards:
    - a. Only ground-mounted satellite antennas shall be permitted. Ground-mounted antennas shall be located in the rear yard of any property to the extent technically possible;
    - b. Satellite antennas shall not exceed fifteen (15) feet in height;
    - c. Only one satellite antenna may be permitted on any single-family residential site;
    - d. Only one antenna shall be permitted per dwelling unit on any multiple family residential site;
    - e. A satellite antenna shall be separated from adjacent properties by at least a six-foot-high solid wall or fence or by trees or other plants of equal minimum height;
    - f. Any satellite antenna that is taller than an adjacent property-line fence shall be located away from the side or rear property line a distance equal to or greater than the height of the antenna;
    - g. The diameter of a satellite antenna shall not exceed two meters. This provision may be modified by the director if the applicant provides a sufficient technical study prepared by a qualified engineer demonstrating to the director's satisfaction that strict compliance would result in no satellite reception; and
    - h. A satellite antenna shall be used for private, noncommercial purposes only.
  7. Nonresidential Zones. In any nonresidential zone, satellite antennas may be roof- or ground-mounted and shall be subject to the following standards:
    - a. If roof-mounted, satellite antennas shall be screened from ground view by a parapet or other screening approved by the city. The minimum height and design of a parapet, wall, or other screening shall be subject to the approval of the director;
    - b. If ground-mounted, satellite antennas shall not be located between a structure and an adjacent street and shall be screened from public view and neighboring properties;
    - c. The location and height of satellite antennas shall comply with all requirements of the underlying zone; and
    - d. If the subject site abuts a residential zone, all antennas shall be set back a minimum distance from the property line equal to the height of the antenna, unless screened from view.
- H. Standards for Amateur Radio Antennas. All amateur radio antennas shall be designed, constructed and maintained as follows:
1. The maximum height shall not exceed forty (40) feet, measured from finished grade;
  2. Any boom or other active element or accessory structure shall not exceed twenty-five (25) feet in length;
  3. Antennas may be roof- or ground-mounted; and
  4. Antennas may not be located in any front-yard or side-yard setbacks;

5. These standards in this subsection (H) are subject to modification or waiver by the director on a case-by-case basis where required for the city to comply with FCC PRB-1 and California Government Code Section 65850.3 and where such modification or waiver is based on sufficient technical information provided in writing by the applicant at the request of the city.
- I. Effects of Development on Antenna Reception. The city shall not be liable if development within the city after installation of an antenna impairs antenna reception, transmission, utility, or function to any degree.
- J. Communications and Technology Commission as Planning Commission for Specified Purposes. For purposes of approvals required by this Section 17.12.050 and any other entitlement under this code required only because the application seeks to construct or operate a personal wireless telecommunication facility (including, but not limited to, a scenic corridor permit, a variance, or an oak tree permit), "commission" means the communications and technology commission created pursuant to Chapter 2.38 of this code, which is hereby constituted as a planning commission of the city for that purpose pursuant to Government Code Section 65100. As to any application that seeks approvals for both (i) new structures, or uses of existing structures or of land other than construction and operation of a personal wireless telecommunication facility and (ii) for the construction and operation of a personal wireless telecommunication facility, the communications and technology commission shall be the "commission" for purposes of approvals required only because the application seeks to construct and operate a personal wireless telecommunication facility. The planning commission created pursuant to Chapter 2.28 of this code shall be the "commission" for all other entitlements sought by the application. In addition, the communications and technology commission shall be the "commission" for purposes of review of proposed amendments to this Section 17.12.050
- K. Private Enforcement. In addition to any other remedy available to the city under this code, at law or in equity, violations of this Section 17.12.050 may be remedied as follows:
  1. The city attorney or city prosecutor may bring a civil action to enforce this section and to obtain the remedies specified below or otherwise available in equity or at law.
  2. Any person acting for the interests of himself, herself, or itself, or of its members, or of the general public (hereinafter "a private enforcer") may bring a civil action to enforce this section with the remedies specified below, if both the following requirements are met:
    - a. The action is commenced more than sixty (60) days after the private enforcer gives written notice of an alleged violation of this section to the city attorney and to the alleged violator.
    - b. No person acting on behalf of the city has commenced or is prosecuting an action regarding the violation(s) which was or were the subject of the notice on the date the private action is filed.
  3. A private enforcer shall provide a copy of his, her, or its action to the city attorney within seven days of filing it.
  4. Upon settlement of or entry of judgment in an action brought pursuant to paragraph (7) of this subsection (I), the private enforcer shall give the city attorney a notice of that settlement or judgment. No private enforcer may settle such an action unless the city attorney or the court determines the settlement to be reasonable in light of the purposes of this section. Any settlement in violation of this requirement shall be set aside upon motion of the city attorney or city prosecutor to a court of competent jurisdiction.
  5. Upon proof of a violation of this section, the court shall award the following:
    - a. Appropriate injunctive relief and damages in the amount of either:
      - i. Upon proof, actual damages;
      - ii. With insufficient or no proof of damages, a minimum of five hundred dollars (\$500.00) for each violation of this section (hereinafter "statutory damages"). Unless otherwise specified in this section, each day of a continuing violation shall constitute a separate

violation. Notwithstanding any other provision of this section, no private enforcer suing on behalf of the general public shall recover statutory damages based upon a violation of this section if a previous claim brought on behalf of the general public for statutory damages and based upon the same violation has been adjudicated, whether or not the private enforcer was a party to that earlier adjudication.

- b. Restitution to the appropriate party or parties of gains obtained due to a violation of this section.
- c. Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, or a conscious disregard for public health and safety.
- d. Attorney's fees and costs reasonably incurred by a successful party in prosecuting or defending an action.

Any damages awarded in an action brought by the city attorney or city prosecutor shall be paid into the city's general fund, unless the court determines that they should be paid to a damaged third party.

6. Upon proof of at least one violation of this section, a private enforcer, the city prosecutor, city attorney, any peace officer or code enforcement official may obtain an injunction against further violations of this section or, as to small claims court actions, a judgment payable on condition that a further violation of this section occur within a time specified by the court.
  7. Notwithstanding any legal or equitable bar, a private enforcer may bring an action to enforce this section solely on behalf of the general public. When a private enforcer does so, nothing about such an action shall act to preclude or bar the private enforcer from bringing a subsequent action on his, her, or its own behalf based upon the same facts.
  8. Nothing in this section shall prohibit a private enforcer from bringing an action to enforce this section in small claims court, provided the relief sought is within the jurisdiction of that court.
- L. Additional Notice to Neighbors. After an application to allow the installation of a wireless facility subject to the approval of a wireless facility permit pursuant to subsections (C), (D) and (E) of this section is complete, the city shall endeavor to provide property owners at least thirty (30) days' prior notice of the initial public hearing on the matter as follows:
1. Written notice shall be mailed to the record owner of each property within one thousand five hundred (1,500) feet of the proposed site.
  2. Telephone notice via the city's reverse 911 service shall be given to owners or occupants of properties within one thousand five hundred (1,500) feet of the proposed site.

A public hearing may be set on less than thirty (30) days' notice if necessary to comply with applicable law, including but not limited to the Federal Communications Commission Declaratory Ruling 09-99, WT docket number 08-165, released November 18, 2009 (the "Shot Clock" ruling) and Title 47, United States Code, section 1455 and the Federal Communications Commission's regulations implementing this section, adopted on December 17, 2014 and codified at 47 C.F.R. §§ 1.40001, et seq. as they now exist or may hereafter be amended.

Failure of the city to provide notice pursuant to this subsection (L) shall not be grounds to challenge a determination provided that the notice otherwise required by law has been provided.

M. Definitions. In addition to the definitions provided in Chapter 17.90 of this title and in Chapter 1.08 of Title 1 of this Code, this Section 17.12.050 shall be construed in light of the following definitions:

"Accessory equipment" means any equipment installed, mounted, operated or maintained in close proximity to a personal wireless telecommunication facility to provide power to the personal wireless telecommunication facility or to receive, transmit or store signals or information received by or sent from a personal wireless telecommunication facility.

"Antenna structure" means any antenna, any structure designed specifically to support an antenna and/or any appurtenances mounted on such a structure or antenna.

"Applicable law" means all applicable federal, state and local law, ordinances, codes, rules, regulations and orders, as the same may be amended from time to time.

"Applicant" includes any person or entity submitting an application to install a personal wireless telecommunication facility under this section and the persons within the scope of the term "applicant" as defined by Section 17.90.020 of this code.

"Base station" means the equipment and non-tower supporting structure at a fixed location that enables Federal Communications Commission licensed or authorized wireless telecommunications between user equipment and a communications network.

"City" means the City of Calabasas and is further defined in Section 1.08.020 of this code.

"Collocation" means the mounting or installation of additional wireless transmission equipment at an existing wireless facility.

"Commission" has the meaning set forth in paragraph (I) of this section.

"dBA" is defined in Chapter 17.90 of this title.

"Director" means the City of Calabasas Community Development Director or his or her designee.

"FCC" means the Federal Communications Commission or any successor to that agency.

"In-kind call testing" means testing designed to measure the gap in coverage asserted by an applicant. If a claimed gap is for in-building coverage, then in-building call testing must be performed to establish the existence or absence of such a gap unless the applicant provides a sworn affidavit demonstrating good faith but unsuccessful attempts to secure access to buildings to conduct such testing and the circumstances that prevented the applicant from conducting such testing. Claimed gaps in service for "in-vehicle" or "open-air" service may be demonstrated by call testing performed in vehicles or in the open.

"Least intrusive means" means that the location or design of a personal wireless telecommunication facility addresses a significant gap in an applicant's personal communication service while doing the least disservice to the policy objectives of this chapter as stated in Section 17.12.050(A). Analysis of whether a proposal constitutes the least intrusive means shall include consideration of means to close an asserted significant gap by co-locating a new personal wireless telecommunication facility on the site, pole, tower, or other structure of an existing personal wireless telecommunication facility.

"Monopole" means a structure composed of a single spire, pole, or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm, and similar monopoles camouflaged to resemble faux objects attached on a monopole.

"MPE" means maximum permissible exposure.

"Non-tower supporting structure" means any structure, whether built for wireless communications purposes or not, that supports wireless transmission equipment under a valid permit at the time an applicant submits an application for a permit under this Code and which is not a wireless tower.

"OET" or "FCC OET" means the Office of Engineering & Technology of the Federal Communications Commission.

"Open space" includes (1) land which is zoned OS, OS-DR, or REC, (2) land in residential zones upon which structures may not be developed by virtue of a restriction on title, (3) all common areas, private parks, slope easements, and (4) any other area owned by a homeowners association or similar entity.

"Park" and "playground" shall have their ordinary, dictionary meanings.

"Personal communication service" means commercial mobile services provided under a license issued by the FCC.

"Personal wireless telecommunication facility," "wireless telecommunication facility," or "wireless facility" means a structure, antenna, pole, tower, equipment, accessory equipment and related

improvements used, or designed to be used, to provide wireless transmission of voice, data, images or other information, including but not limited to cellular phone service, personal communication service and paging service.

"Private enforcer" has the meaning provided in subsection (K)(2) of this Section 17.12.050.

"Residential zone" means a zone created by Chapter 17.13 of this title.

"RF" means radio frequency.

"Significant gap" as applied to an applicant's personal communication service or the coverage of its personal wireless telecommunication facilities is intended to be defined in this chapter consistently with the use of that term in the Telecommunications Act of 1996 and case law construing that statute. Provided that neither the Act nor case law construing it requires otherwise, the following guidelines shall be used to identify such a significant gap:

1. A significant gap may be demonstrated by in-kind call testing.
2. The commission shall accept evidence of call testing by the applicant and any other interested person and shall not give greater weight to such evidence based on the identity of the person who provides it but shall consider (i) the number of calls conducted in the call test, (ii) whether the calls were taken on multiple days, at various times, and under differing weather and vehicular traffic conditions, and (iii) whether calls could be successfully initiated, received and maintained in the area within which a significant gap is claimed.
3. A significant gap may be measured by:
  - a. The number of people affected by the asserted gap in service;
  - b. Whether a wireless communication facility is needed to merely improve weak signals or to fill a complete void in coverage;
  - c. Whether the asserted gap affects Highway 101, a state highway, or an arterial street which carries significant amounts of traffic.

"Stealth facility" means any personal wireless telecommunication facility which is designed to substantially blend into the surrounding environment by, among other things, architecturally integrating into a structure or otherwise using design elements to conceal antennas, antenna supports, poles, equipment, cabinets, equipment housing and enclosure; and related above-ground accessory equipment.

"Transmission equipment" or "wireless transmission equipment" means any equipment that facilitates transmission for any Federal Communications Commission licensed or authorized wireless communication service, including but not limited to, radio transceivers, antennas and other equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supplies.

"Wireless" means any Federal Communications Commission licensed or authorized wireless telecommunications service.

"Wireless Tower" or "Telecommunications tower" mean any structure, including a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure, designed and constructed for the primary purpose of supporting any Federal Communications Commission licensed or authorized wireless telecommunications facility antennas and their associated facilities.

"Wireless facility minor modification permit" means a permit issued under this chapter authorizing the modification of an existing personal wireless telecommunications facility. The procedures for the application for, approval of, and revocation of such a permit shall be those required by this title, including but not limited to Section 17.12.050(F).

"Wireless facility permit" means a permit issued under this chapter authorizing the installation, operation and maintenance of a personal wireless telecommunications facility. Except as otherwise provided by this chapter, the procedures for the application for, approval of, and revocation of such a



permit shall be those required by this title (including, but not limited to, those of Section 17.62.060) for a conditional use permit.

(Ord. No. 2010-265, § 3, 1-27-2010; Ord. No. 2011-289, § 1, 11-9-2011; Ord. No. 2012-295, § 2 (Exh. A), 6-27-2012; Ord. No. 2012-302, § 1, 8-22-2012; [Ord. No. 2014-314, §§ 3—5](#), 4-23-2014)



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

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**DATE:** MARCH 30, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JEFF RUBIN, COMMUNITY SERVICES DIRECTOR *JR*  
MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR *MT*

**SUBJECT:** RECOMMENDATION TO AWARD A THREE YEAR PROFESSIONAL SERVICES AGREEMENT TO JONES AND JONES, INC. IN THE AMOUNT OF \$150,000 FOR CONSTRUCTION MANAGEMENT SERVICES

**MEETING DATE:** APRIL 8, 2015

---

**SUMMARY RECOMMENDATION:**

That the City Council award a three year Professional Services Agreement (PSA) to Jones and Jones, Inc. in the amount of \$150,000 for construction management services

**BACKGROUND:**

Staff has utilized the professional construction management services of Jones and Jones, Inc. under a limited PSA to oversee development of the design-build efforts for the Calabasas Senior Center project. With ground breaking anticipated in July 2015, Staff anticipated the need for their continued oversight during construction activities.

The contract is for a limited term on an hourly basis. Typical construction management efforts for public works projects range between 2 and 5% of final construction costs. Jones and Jones, Inc. is currently working under a \$30,000

PSA issued through the City Manager. As of the end of February, the contract had been expended in the amount of \$19,135.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for the PSA will be allocated from the budgets established for the Senior Center Project.

**REQUESTED ACTION:**

That the City Council award a three year Professional Services Agreement To Jones And Jones, Inc. in the amount of \$150,000 for construction management services.

**ATTACHMENTS:**

A: Jones and Jones, Inc. Professional Services Agreement

**ITEM 4 ATTACHMENT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / Jones & Jones, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Jones & Jones, a California corporation, (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Construction Management
- 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 7, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s March 7, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 2, 2015.
- 3.4 “Expiration Date”: April 2, 2018

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) 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. Kevin Jones shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions

from payments made to Consultant.

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

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

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.



- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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 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: Maureen Tamuri  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7329

If to Consultant:

Jones & Jones, Inc.  
1301 Maricopa Hwy, 2<sup>nd</sup> Fl.  
Ojai, CA 93023  
Attn: Kevin Jones  
Telephone: (805) 640-3050

With courtesy copy to:

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

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
Jones & Jones, Inc.

By: \_\_\_\_\_  
Lucy M. Martin  
Mayor

By: \_\_\_\_\_  
Kevin Jones  
Principal

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

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

By: \_\_\_\_\_  
*Co-Authorized Signer, Level of Officer*

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE







**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 26, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: AUTHORIZATION TO APPROVE BUDGETED FUNDING AND CHANGE ORDER FOR NEWBURY PARK TREE SERVICE, INC. IN THE AMOUNT OF \$70,000 FOR AUTHORIZED REQUIRED WORK AS PART OF SPECIFICATION NO. 10-11-03 PUBLIC STREET TREE MAINTENANCE IN THE CITY OF CALABASAS**

**MEETING DATE: APRIL 8, 2015**

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**SUMMARY RECOMMENDATION:**

Authorization to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$70,000 for authorized required work as part of Specification No. 10-11-03 Public Streets Tree Maintenance in the City of Calabasas.

**BACKGROUND:**

A maintenance contract was awarded to Newbury Park Tree Service, Inc. for two years, with three one-year extensions and became effective May 12, 2011. On June 12, 2012, City Council approved Change Order No. 1 in the amount of \$35,374; on February 13, 2013, City Council approved Change Order No. 2 in the amount of \$58,000; on September 11, 2013, City Council approved Change Order No. 3 in the amount of \$85,200 and on August 27, 2014, City Council approved

Change Order No. 4 in the amount of \$85,000 for required work including street tree planting, trimming, removal, and pest abatement.

The cost of certain work is covered in the bid specification. The City's landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, in order to maintain the city's public works landscape in quality condition, it is projected that \$70,000 will be required for the 2015-16 fiscal year to fund tree trimming, tree planting, tree removal and tree pest abatement.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Fund 10-321 – General Landscape Maintenance

Budgeted funding exists in Fund 10: Division, 321, General Landscape Maintenance: tree trimming, tree planting, tree removal, tree pest abatement and general landscape maintenance.

**REQUESTED ACTION:**

Move to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$70,000 for authorized required work as part of Specification No. 10-11-03 Public Streets Tree Maintenance in the City of Calabasas.

**ATTACHMENTS:**

- Attachment 1: Original Agreement
- Attachment 2: Change Order No. 1
- Attachment 3: Change Order No. 2
- Attachment 4: Change Order No. 3
- Attachment 5: Change Order No. 4
- Attachment 6: Change Order No. 5

**CONTRACT AGREEMENT**  
**PUBLIC STREETS TREE MAINTENANCE**  
**IN THE CITY OF CALABASAS, CALIFORNIA**

**(2-YEAR CONTRACT)**

**(SPECIFICATION NO. 10-11-03)**

**SPRING 2011**

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this 12 day of MAY, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and Newbury Park Tree Service 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: Director of Public Works  
CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, California 91302-3172

CONTRACTOR: Newbury Park Tree Service Inc.  
1014 S. Westlake Blvd STE 14 #263  
Westlake Village, CA 91361  
FAX: (805) 449-8737  
PHONE: (805) 449-8700

**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 12 day of MAY, 2011.

CONTRACTOR: Dean A. Lapping Dean A. Lapping  
(Printed Name and Signature)  
President  
(Title)

Contractors State License No. 697817

State of California  
County of VENTURA )

Subscribed and sworn to (or affirmed) before me on this 27 day of MAY, 2011, by  
DEAN A. LAPPINGA, proved to me on the basis of satisfactory evidence  
to be the person who appeared before me. (ON PAGE 4)

Michael R. Bura  
(Signature of Notary Public)

(Notary Seal)



AGENCY:

James R. Bozajian  
James R. Bozajian, Mayor

6/15/11  
Date

ATTESTED:

Gwen Peirce  
Gwen Peirce, CMC, City Clerk

6/16/11  
Date

APPROVED AS  
TO FORM:

Yana Weisner  
Yana Weisner, City Attorney

6/8/2011  
Date

(EXECUTE IN DUPLICATE)





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

This endorsement modifies insurance provided under the following:

**THIS ENDORSEMENT  
CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

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

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

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

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

BASE CONTRACT AMOUNT \$95,626.00 CONTRACT CHANGE ORDER NO.: 1  
 CHANGE ORDER No. 1 (+) \$35,374.00 DATE: June 13, 2012  
 FINAL CONTRACT AMOUNT (=) \$131,000.00

SPECIFICATION NO.: 10-11-03

PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS  
 OWNER: CITY OF CALABASAS  
 CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT; DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$35,374	\$0.00	365
	\$35,374	\$0.00	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$35,374  
 \* THIRTY FIVE THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$35,374) \* DOLLARS ADDITION

CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

*Dean Lappinen*  
 Contractor's Representative  
 Dean Lappinen President  
 (Printed Name & Title)  
 6/26/12  
 DATE

RECOMMENDED: <i>[Signature]</i> Steve Ball, LMD Manager Date: 6/28/12	APPROVED: <i>[Signature]</i> Robert Yalida, Public Works Director Date: 6/28/12	ACCEPTED: <i>[Signature]</i> Mary Sue Maurer Mayor Date: 6/28/12
--	--	---

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

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



CITY OF CALABASAS

RECEIVED

2013 MAR -7 AM 8: 52

CITY OF CALABASAS  
CITY CLERK  
DATE: 2/13/2013

BASE CONTRACT AMOUNT		\$95,626.00
PRIOR CHANGE ORDERS	(+)	\$35,374.00
ADJUSTED CONTRACT AMOUNT	(=)	\$131,000.00
THIS CHANGE ORDER # 2	(+)	\$58,000.00
FINAL CONTRACT AMOUNT	(=)	\$189,000.00

CONTRACT CHANGE ORDER NO.

**PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS**  
**SPECIFICATION NO.: 10-11-03**  
 OWNER: CITY OF CALABASAS  
 CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$58,000.00		365
<b>NET TOTALS</b>	<b>\$58,000.00</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$58,000.00

\*\*\* FIFTY EIGHT THOUSAND DOLLARS \*\*\*

ADDITION

NEWBURY PARK TREE SERVICE, INC

*(Signature)*  
Contractor's Representative  
 Dear A. Lapping *(Signature)* President  
 (Printed Name & Title)  
 3/11/13  
 DATE

<b>RECOMMENDED:</b> <i>(Signature)</i> Steve Ball, LMD Manager Date: 3/8/13	<b>APPROVED:</b> <i>(Signature)</i> Robert Yalda Public Works Director Date: 03/08/2013	<b>ACCEPTED:</b> <i>(Signature)</i> Mary Sue Maurer, Mayor Date: 3/13/13
--	---	---

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

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



CITY of CALABASAS

BASE CONTRACT AMOUNT	\$95,626.00	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>3</b>
CHANGE ORDER #1	\$35,374.00	<b>DATE:</b>	<b>9/11/2013</b>
CHANGE ORDER # 2	\$58,000.00		
CHANGE ORDER # 3	(+) \$85,200.00		
FINAL CONTRACT AMOUNT	(=) \$274,200.00		

**PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS**

**SPECIFICATION NO.: 10-11-03**

OWNER: CITY OF CALABASAS

CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$85,200.00		
<b>NET TOTALS</b>	<b>\$ 85,200.00</b>	<b>\$ -</b>	<b>0</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$85,200.00

\*\*\* FIFTY EIGHT THOUSAND DOLLARS \*\*\*

ADDITION

**NEWBURY PARK TREE SERVICE, INC**

\_\_\_\_\_  
Contractor's Representative  
\_\_\_\_\_  
(Printed Name & Title)  
\_\_\_\_\_  
DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball, LMD Manager	Robert Yalda Public Works Director	Fred Gaines, Mayor
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>

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

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



CITY of CALABASAS

BASE CONTRACT AMOUNT		\$95,626.00
CHANGE ORDER #1	(+)	\$35,374.00
CHANGE ORDER # 2	(+)	\$58,000.00
CHANGE ORDER # 3	(+)	\$85,200.00
ADJUSTED CONTRACT AMOUNT	(=)	\$274,200.00
CHANGE ORDER #4	(+)	\$85,000.00
FINAL CONTRACT AMOUNT	(=)	\$359,200.00

CONTRACT CHANGE ORDER NO.: 4  
DATE: 8/27/2014

**PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS**  
**SPECIFICATION NO.: 10-11-03**  
 OWNER: CITY OF CALABASAS  
 CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$85,000.00		
<b>NET TOTALS</b>	<b>\$ 85,000.00</b>	<b>\$ -</b>	<b>0</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$85,000.00

\*\*\* EIGHTY FIVE THOUSAND DOLLARS \*\*\*

ADDITION

NEWBURY PARK TREE SERVICE, INC

*Dean A. Lapping*  
 Dean A. Lapping, President  
 10/14/14  
 Date

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball, LMD Manager	<i>Robert Yalda</i> Robert Yalda Public Works Director	<i>David J. Shapiro</i> David J. Shapiro, Mayor
Date: <i>10/14/14</i>	Date: <i>10/14/14</i>	Date: <i>10/14/14</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 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		\$95,626.00	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>5</b>
CHANGE ORDER #1	(+)	\$35,374.00	<b>DATE:</b>	<b>4/8/2015</b>
CHANGE ORDER # 2	(+)	\$58,000.00		
CHANGE ORDER # 3	(+)	\$85,200.00		
CHANGE ORDER #4	(+)	\$85,000.00		
ADJUSTED CONTRACT AMOUNT		\$359,200.00		
CHANGE ORDER #5		\$70,000.00		
FINAL CONTRACT AMOUNT	(=)	\$429,200.00		

**PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS**

**SPECIFICATION NO.: 10-11-03**

OWNER: CITY OF CALABASAS

CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$70,000.00		365
<b>NET TOTALS</b>	<b>\$ 70,000.00</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$70,000.00

**\*\*\* SEVENTY THOUSAND DOLLARS \*\*\***

**ADDITION**

**NEWBURY PARK TREE SERVICE, INC**

\_\_\_\_\_  
Dean A. Lappinga, President

\_\_\_\_\_  
Date

<b>RECOMMENDED:</b>	<b>APPROVED:</b>	<b>ACCEPTED:</b>
Steve Ball, LMD Manager	Robert Yalda, Public Works Director	Lucy Martin, Mayor
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>

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

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





**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 26, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: AUTHORIZATION TO APPROVE CONTRACT CHANGE ORDER FOR ABSOLUTE TREE & BRUSH IN THE AMOUNT \$359,654 TO FUND REQUIRED WORK FOR THE ANNUAL WEED ABATEMENT / FUEL REDUCTION PROGRAM FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS**

**MEETING DATE: APRIL 8, 2015**

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**SUMMARY RECOMMENDATION:**

Authorization to approve contract change order for Absolute Tree & Brush in the amount of \$359,654 to fund required work for the Annual Weed Abatement / Fuel Reduction Program for Fire Safety within the City of Calabasas.

**BACKGROUND:**

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

**DISCUSSION/ANALYSIS:**

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

**FISCAL IMPACT/SOURCE OF FUNDING:**

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

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

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

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

**REQUESTED ACTION:**

Move to approved budgeted funding and change order for Absolute Tree & Brush in the amount of \$359,654 for Annual Weed Abatement / Fuel Reduction for Fire Safety within the City of Calabasas.

**ATTACHMENTS:**

- 1 - Professional Services Agreement
- 2 - Change Order No. 1



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

(City of Calabasas/ Absolute Tree & Brush)

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

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

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

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in Consultant's **October 8, 2012** proposal to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **October 8, 2012** fee schedule to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.3 "Commencement Date": **January 02, 2013**.

3.4 "Expiration Date": **January 02, 2016**.

**4. TERM**

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

provisions of existing law.

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

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

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



## 6. COMPENSATION

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

Initials: (City)  (Contractor) 

**10. INDEMNIFICATION**

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

Initials: (City)  (Contractor) 

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

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

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

Initials: (City)

(Contractor)

Page 7 of 16

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

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

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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


Initials: (City)

(Contractor)

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

writing.

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

Initials: (City)  (Contractor) 

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

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

Initials: (City)

(Contractor)

Page 13 of 16

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



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

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

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LOST HILLS RD. INTERCHANGE (Ref Map Pg. 3, Areas 1-8)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	235,900 (=2,359 Units)	\$4 <sup>25</sup>	\$10025 <sup>75</sup>
2	PARCEL BEHIND STEEPLECHASE, FROM TOP OF CREEK BANKS TO FENCES OR IRRIGATED AREAS (Ref. Map Pg. 3, Areas 9- 10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	108,200 (=1,082 Units)	\$2 <sup>19</sup>	\$2369 <sup>58</sup>
3	PARCELS BEHIND LIBERTY CANYON AND CALABASAS VIEW HOA AREA (Ref. Map Pg. 4, Areas 11- 16)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,881,603 (=15,816 03 Units)	\$2 <sup>19</sup>	\$34637 <sup>11</sup>
4	CITY PARCEL AND ALONG LAS VIRGENES ROAD FROM AGOURA RD. TO MULHOLLAND HWY. (Ref. Map Pg. 5, Areas 17- 19)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	78,700 (=787 Units)	\$4 <sup>25</sup>	\$3344 <sup>75</sup>
5	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LAS VIRGENES RD. INTERCHANGE (Ref. Map Pg. 6, Areas 20- 23)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	41,893 (=418.93 Units)	\$4 <sup>25</sup>	\$1780 <sup>45</sup>

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

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

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

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
11	PARCELS AT OLD TOPANGA CANYON (Ref. Map Pg. 12, Areas 44-54)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	206,900 (=2,069 Units)	\$ 3 <sup>25</sup>	\$ 6,721 <sup>25</sup>
12	WATER TANK STRUCTURE (City parcel 4434-003-900) (Ref. Map Pg. 13, Area 55)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	45,900 (=459 Units)	\$ 2 <sup>12</sup>	\$ 1,005 <sup>21</sup>
<b>TOTAL LUMP SUM IN FIGURES</b>					<b>\$ 8,010<sup>36</sup></b>
<b>TOTAL AMOUNT FOR OPEN SPACE IN WORDS:</b> <b>EIGHTY NINE THOUSAND ONE HUNDRED ONE DOLLAR &amp; THIRTY SIX CENTS</b>					

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

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

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

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

**COST-BREAKDOWN SCHEDULES TOTAL**

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

TOTAL AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN WORDS:  
ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED ~~AND~~ <sup>87</sup> EIGHTY SEVEN CENTS

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

NAME OF Weed Abatement Company: ABSOLUTE  
 CONTRACTOR'S LICENSE NUMBER: 5811665  
 AUTHORIZED SIGNATURE: [Signature]  
 TITLE: OWNER  
 DATE: 10/04/2012

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

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

ITEM No.	LLAO 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
7	THE OAKS OF CALABASAS HOA (Ref. Map Pg. 28, Areas 1-7 and Map Pg. 29, Areas 1 & 7-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	5,059,000 (=50,590 Units)	\$2 <sup>19</sup>	\$110,792 <sup>19</sup>
8	WESTRIDGE HOA (Ref. Map Pg. 30, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	673,400 (=6,734 Units)	\$2 <sup>19</sup>	\$14,747 <sup>46</sup>
TOTAL LUMP SUM IN FIGURES					\$270,221 <sup>80</sup>

TOTAL AMOUNT FOR LLAD 22 IN WORDS:

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

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

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

TOTAL AMOUNT FOR LMD 22 IN WORDS:

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

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

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

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

**UNIT PRICES FOR ADDITIONAL WORK**

Item No.	Description			Unit Price	Unit
1.	New (Virgin Area) Weed Abatement, Initial Cut	1	@	\$ 3 <sup>25</sup>	100 SF
2.	New (Virgin Area) Area Brush Clearance, Initial Cut	1	@	\$ 25 <sup>00</sup>	100 SF
3.	Re-Growth: Additional Cut in the Same Season - Existing Area Weed Abatement	1	@	\$ 2 <sup>00</sup>	100 SF
4.	New (Virgin Area) Tree Raising, Initial Cut	1	@	\$ 25 <sup>00</sup>	Per Tree
5.	Removal of dead/fallen tree - 4" dia BH	1	@	\$ 150 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 800 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 950 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 300 <sup>00</sup>	Per Tree
6.	Removal of dead/fallen tree - 6" dia BH	1	@	\$ 200 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 300 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 400 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 450 <sup>00</sup>	Per Tree
7.	Removal of dead/fallen tree - 8" dia BH	1	@	\$ 300 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 450 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 550 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 650 <sup>00</sup>	Per Tree
8.	Removal of dead/fallen tree - 10" dia BH	1	@	\$ 400 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 700 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 900 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1100 <sup>00</sup>	Per Tree
9.	Removal of dead/fallen tree - 12" dia BH	1	@	\$ 575 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 825 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1100 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1400 <sup>00</sup>	Per Tree
10.	Removal of dead/fallen tree - 14" dia BH	1	@	\$ 800 <sup>00</sup>	Per Tree
	Hauling @ 500' to road	1	@	\$ 1300 <sup>00</sup>	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1600 <sup>00</sup>	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1800 <sup>00</sup>	Per Tree
11.	Cost per Laborer for any extra work including #s 1, 2, 3 & 4 above.	1	@	\$ 29 <sup>75</sup>	Hourly
12.	Cost per Supervisor for any extra work including #s 1, 2, 3 & 4 above.	1	@	\$ 35 <sup>00</sup>	Hourly

AB'S WILLIF  
 (Name of Weed Abatement Company)

09/26/2012  
 (Date)

[Signature]  
 (Authorized Signature)

OWNER SOLE PROPRIETOR  
 (Title of person signing this form)

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

Initials: (City) \_\_\_\_\_ Contractor) 56  
 46319 1





AMERICAN STATES PREFERRED

SEATTLE, WASHINGTON  
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS ROBERT S GAZAN  
DBA ABSOLUTE  
PO BOX 290  
IONE, WA 99139

RENEWAL DECLARATIONS

POLICY NUMBER 06-CC-018894-4  
RENEWAL OF 06-CC-018894-3 12-06

SEE NAMED INSURED EXTENSION

POLICY PERIOD FROM 12-12-12 TO 12-12-13 12:01 AM  
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGENT NAME AND ADDRESS AAG / NEWPORT  
223 S WASHINGTON AVE  
NEWPORT, WA 99156

4623527 (509) 447-3423

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$8,020.00.  
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #630-3913-528-01.  
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL AUTO COVERAGE PART ..... \$ 8,020.00  
8,020.00

\_\_\_\_\_  
(DATE) BY \_\_\_\_\_ (AUTHORIZED REPRESENTATIVE)



CITY of CALABASAS

ITEM 6 ATTACHMENT 2

BASE CONTRACT AMOUNT	(=)	\$1,205,118.00
CONTRACT CHANGE ORDER #1		\$356,000.00
2014 CPI INCREASE OF 1.08%	(+)	\$3,653.56
ADJUSTED CONTRACT AMOUNT	(=)	\$1,564,771.56

CONTRACT CHANGE ORDER NO.: 1

DATE: April 8 2015

**PROJECT TITLE:** WEED ABATEMENT / FUEL REDUCTION PROGRAM FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS

**OWNER:** CITY OF CALABASAS

**CONTRACTOR:** ABSOLUTE TREE & BRUSH

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Funding for Weed Abatement / Fuel Reduction Program for Fire Safety within the City of Calabasas for Fiscal Year 2014-2015, including Required Extra Work	\$ 356,000		365
2014 CPI Increase of 1.08%	\$ 3,654		
	\$ 359,654		365

We hereby agree to make the above change subject to the terms of this order for the sum of:

\$359,654

\*\*THREE HUNDRED FIFTY NINE THOUSAND SIX HUNDRED FIFTY FOUR DOLLARS \*\*

ADDITION

CONTRACTOR: ABSOLUTE TREE & BRUSH

Contractor's Representative  
Robert Shane Gazan, Owner

DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball, Landscape Manager	Robert Yalda, Public Works Director	Lucy Martin, Mayor
Date:	Date:	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 Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.





**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 27, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., CITY ENGINEER**

**SUBJECT: RECOMMENDATION TO PROCEED WITH THE DESIGN AND CONSTRUCTION OF THE CITY OF CALABASAS GATEWAY MONUMENT AND UPGRADES TO THE LANDSCAPED MEDIAN ON PARKWAY CALABASAS, FROM PARK GRANADA TO CALABASAS ROAD, IN ACCORDANCE WITH THE MEMORANDUM OF AGREEMENT, DATED DECEMBER 15, 2004 WITH THE CALABASAS PARK HOMEOWNERS ASSOCIATION**

**MEETING DATE: APRIL 8, 2015**

---

**SUMMARY RECOMMENDATION:**

Recommend Staff proceed with design and construction of the City of Calabasas gateway monument and upgrades to the landscaped median on Parkway Calabasas, from Park Granada to Calabasas Road, in accordance with the memorandum of agreement, dated December 15, 2004 with the Calabasas Park Homeowners Association.

**BACKGROUND:**

In a Memorandum of Agreement, dated December 28, 2004, the City of Calabasas, the Las Virgenes Unified School District, and the Calabasas Park Homeowners Association (CPHA) agreed that, if no new elementary school can be constructed within Calabasas Park, that the \$8 million received from New Millennium Homes and held in trust by the City would be liquidated and the fund balance be

apportioned equally between the general funds of the City and the LVUSD. See Attachment 1.

On March 17, 2009, the LVUSD informed the City that because of the State budget situation that a new school could not be built and requested an incremental approach to the dissolution of the fund. See Attachment 2. This letter triggered discussions between the City and CPHA as to each entity's responsibilities under the agreement.

The agreement called for the City to expend a "substantial portion" of its share of the New Millennium Homes Fund (\$4.0 million) to finance "traffic mitigation programs or other amenities for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas Park HOAs."

In a letter, dated October 22, 2012, the CPHA Board identified four traffic mitigation projects they believe will improve traffic safety within the Calabasas Park community. They also provided suggestions for two other beautification projects if the traffic mitigation projects didn't expend the entire amount of the available funds. See Attachment 3.

In a letter, dated October 25, 2012, the City responded to the CPHA. Pending Council approval, the City accepted CPHA's recommendations for traffic mitigation projects. The City also accepted, in principle, their recommendations for an undefined gateway project and the median beautification projects on Parkway Calabasas between Park Granada and Calabasas Rd. See Attachment 4.

The four traffic mitigation projects were completed in 2013. On November 19, 2014, the City received a letter from CPHA conveying the Board's approval to proceed with the City's plans for median beautification and a gateway monument (Attachment 5). The completion of this project will entirely fulfill the City's requirements under the MOU.

#### **DISCUSSION/ANALYSIS:**

The following two projects were approved by the CPHA Board to enhance the beautification of the Calabasas Park community and add a civic monument to one of the gateways to the city; they are briefly discussed below:

#### **The City of Calabasas Parkway Calabasas Gateway Monument**

The City currently has several gateway monuments on Calabasas Rd., Agoura Rd., Las Virgenes Rd. and Mulholland Highway. These monuments not only welcome

travelers to the City, but also fortify civic pride by identifying the City's character and way of life within our city limits.

Parkway Calabasas is a major arterial without a gateway monument and this project plans to erect one in the median of Parkway Calabasas immediately north of Park Sorrento. The recommended plan is a large stone engraved with the City logo and the words, "City of Calabasas". Landscaping, consistent with the corridor would surround the monument.

**Upgrades to the Landscaped Medians on Parkway Calabasas from Park Granada to Calabasas Rd.**

Landscaping would be upgraded along the medians and portions of Parkway Calabasas between Park Sorrento and Calabasas Rd. so that the entire corridor has a common character, feel and appearance.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The source of funding for the proposed work is from the Management Reserve Fund, Fund 60; the total being allocated will be \$350,000.

**REQUESTED ACTION:**

Recommend Staff proceed with design and construction of the City of Calabasas gateway monument and upgrades to the landscaped median on Parkway Calabasas, from Park Granada to Calabasas Road, in accordance with the memorandum of agreement, dated December 15, 2004 with the Calabasas Park Homeowners Association.

**ATTACHMENTS:**

- Attachment 1      Memorandum of Agreement (City/LVUSD/CPHA) dated Dec 28, 2004
- Attachment 2      Letter from LVUSD to Tony Coroalles, dated March 17, 2009
- Attachment 3      Calabasas Park Homeowners Association letter to the City of Calabasas, dated October 22, 2012.
- Attachment 4      City of Calabasas letter to Calabasas Park Homeowners Association, dated October 25, 2012.
- Attachment 5      Calabasas Park Homeowners Association letter to the City of Calabasas, dated November 19, 2014.

Attachment 6 Images of proposed monument and of the existing Landscaping on Parkway Calabasas

Attachment 7 PowerPoint presentation

# ITEM 7 ATTACHMENT 1

## MEMORANDUM OF AGREEMENT (City / LVUSD / CPHA)

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into as of December 15, 2004 (the "Effective Date"), by and between the CITY OF CALABASAS, a public body, corporate and politic (hereinafter referred to as the "City") the LAS VIRGENES UNIFIED SCHOOL DISTRICT, a public body, corporate and politic (hereinafter referred to as "LVUSD") and the CALABASAS PARK HOMEOWNERS ASSOCIATION, a California not-for-profit corporation (hereinafter referred to as "CPHA"). City, LVUSD and CPHA are individually referred to herein as a "party" and are collectively referred to as the "parties."

### RECITALS

WHEREAS, LVUSD and NM Homes One, Inc. ("NMH") have previously entered into that certain Termination and Option Surrender Agreement, dated as of December 15, 2004 (the "LVUSD-NMH Agreement"), pursuant to which no elementary school will be constructed by the LVUSD within the Oaks of Calabasas subdivision.

WHEREAS, LVUSD, City, CPHA, and other interested parties, including NM Homes One, Inc. ("NMH") and The Oaks of Calabasas Homeowners Association ("Oaks HOA"), desire that an elementary school be constructed elsewhere in Calabasas.

NOW, THEREFORE, the parties incorporate the foregoing recitals into this Agreement and further agree as follows:

#### A. CPHA RIGHTS AND OBLIGATIONS

1. CPHA agrees to provide written support as an association for a school facilities bond election to be held by LVUSD pursuant to paragraph B.1 below provided the new school is not constructed on a site within the Calabasas Park community that would adversely affect that community without sufficient mitigation funded by the school facilities bond, the NMH Funds, or otherwise.

2. CPA agrees to provide written support as an association for the "New Entitlements" (as defined in that certain Agreement, dated as of December 15, 2004, by and between the City and NMH ("the City-NMH Agreement")) and the acquisition of an alternative site for an elementary school in Calabasas outside the Oaks of Calabasas, provided the new school is not constructed on a site within the Calabasas Park community that would adversely affect that community without sufficient mitigation funded by the school facilities bond, the NMH Funds, or otherwise. CPHA agrees, solely in its capacity as an association, not to directly or indirectly protest or contest the exercise of the LVUSD's statutory authority to determine school attendance boundaries pursuant to this Agreement.

## **B. LVUSD RIGHTS AND OBLIGATIONS**

1. LVUSD agrees to: (a) propose a school facilities bond no later than the November 2005 general election, or at such later date as is mutually agreeable to City and LVUSD, in an amount at least sufficient to fund completion of the Yerba Buena school as well as construction of a new elementary school in Calabasas as provided in this Agreement; (b) fund traffic mitigation measures at the new school site as mutually approved by City and LVUSD in consultation with CPHA and the Oaks HOA; and (c) make best efforts to commence construction of the school as soon as practicable after (i) acquisition of the site, (ii) passage of the school facilities bond or obtaining other funds for construction of a new elementary school and (iii) issuance of all necessary, final and non-appealable governmental approvals.

2. (a) LVUSD consents to traffic mitigation measures at the Bay Laurel and the new elementary school sites, consisting of: (i) retention of a traffic coordinator funded by and reasonably acceptable to City; (ii) adopting a policy requiring all but kindergarten, first graders and recipients of good-cause permits to get to school by means other than private vehicles carrying fewer than two children; and (iii) conditioning the issuance of all discretionary permits for attendance at LVUSD schools in Calabasas on use of means other than private vehicles carrying fewer than two children; provided however, that City and LVUSD shall meet and confer in good faith to evaluate whether it is appropriate to modify these traffic mitigation measures, if and when there is a material decline in the Bay Laurel student population or a decline in any of the other schools that support a modification in other parts of the City or a determination by the LVUSD, after consultation with the City, that conditions at schools other than Bay Laurel or the new elementary school do not warrant these traffic mitigation measures. Notwithstanding anything in this Agreement to the contrary, LVUSD employees whose children attend LVUSD schools via permits may drive their children to school in private vehicles carrying fewer than two children.

(b) In the event the Bay Laurel student population exceeds the school's design capacity of 700 students, the LVUSD will meet and confer with representatives of the CPHA in a good faith effort to identify feasible means to reduce that over-population. The LVUSD will retain, however, discretion in the management of the school except as the LVUSD has expressly agreed to the contrary in this Agreement or in the related Agreements of even date herewith to which LVUSD is a party.

3. LVUSD agrees to issue no further discretionary permits at Bay Laurel except as otherwise provided in this Agreement. "Discretionary" means permits not mandated by state or federal law, such as, without limitation, permits mandated for special education needs.

4. Unless otherwise agreed by the City and LVUSD in writing and until the new school is in operation, LVUSD agrees to maintain attendance boundaries that exclude children from The Oaks from Bay Laurel until the earliest of (a) July 1, 2009 or such later date prior to July 1, 2010 as is necessary to account for delay arising from any

unforeseeable event beyond the reasonable control of any party to this Agreement, other than a lack of money, during the acquisition of an identified, mutually agreeable site for a school, preparation of such a site for construction, or design of a school building for such a site), (b) a decision of the City and LVUSD pursuant to paragraph C.1(b)(iv) below to abandon efforts to construct a new elementary school in the City or (c) the date a new elementary school commences operation in the City of Calabasas, with exceptions for children currently attending Bay Laurel and their siblings (so long as siblings attend the school at the same time). Households whose children are excluded from Bay Laurel under this Agreement can send their children to either Bay Laurel or to the new elementary school when it is open, provided they comply with the traffic mitigation requirements per paragraph B.2 above. LVUSD may make exceptions to these school attendance boundaries by discretionary permit conditioned upon a requirement that the child subject to the permit get to school other than by private vehicle carrying fewer than two children. Notwithstanding the foregoing, however, the City and LVUSD shall meet and confer in good faith to evaluate whether it is appropriate to modify these agreed attendance boundaries if and when there is a material decline in the Bay Laurel student population or a decline in any of the other schools that supports a modification in other parts of the city.

5. Upon operation of the new elementary school, LVUSD will meet and confer with CPHA regarding the feasibility of removing up to one fourth of the temporary modular structures from the Bay Laurel school site. LVUSD shall retain sole and absolute discretion whether to remove any such structures from that site.

### **C. CITY RIGHTS AND OBLIGATIONS**

1. (a) City will make Eight Million Dollars (\$8,000,000.00) to be received from NMH pursuant to the "LVUSD-NMH Agreement" and the City-NMH Agreement (the "NMH Funds"), if and as those funds are actually received by the City, available to LVUSD either for acquisition and development of a school site in the City, approved by both City and LVUSD, or for development of new facilities at an existing school site in the City, if approved by City and LVUSD, as provided herein.

(b) The NMH Funds shall be used to fund a school site acquisition and development as follows: (i) subject to approval of such site by LVUSD, City will make best efforts to acquire a site in incorporated or unincorporated East Calabasas; (ii) should those efforts fail, City shall make best efforts to acquire another suitable site in Calabasas acceptable to the LVUSD; (iii) if both such efforts fail, LVUSD shall make best efforts to acquire a site or, upon agreement by the City that it is appropriate to do so, improve an existing site owned by LVUSD in West Calabasas suitably for a magnet school or for an additional, non-magnet school; and, (iv) if, despite such efforts, by July 1, 2009 (or such later date prior to July 1, 2010 as is necessary to account for delay arising from any unforeseeable event beyond the reasonable control of LVUSD or the City, other than a lack of money, during the acquisition of an identified, mutually agreeable site for a school, preparation of such a site for construction, or design of a school building for such a site), no new Calabasas elementary school is under construction or in operation, or at

such earlier time as the LVUSD and City agree that no new Calabasas elementary school can or should be constructed, the NMH Funds shall be liquidated by apportioning its balance between the general funds of LVUSD and City in the manner required by that certain agreement between the City and LVUSD of even date herewith.

(c) (i) Before resorting to options (iii) or (iv) of paragraph C.1(b) above, City and LVUSD shall meet and confer in good faith with CPHA regarding their efforts to acquire a suitable site for a new elementary school in incorporated or unincorporated East Calabasas. If CPHA wishes to do so, it may identify (x) potential sites which City and LVUSD had not sought to acquire or (y) feasible means to acquire sites City and LVUSD have considered which feasible means City and LVUSD have not pursued. Following those good-faith discussions, City shall make best efforts to acquire the site, or pursue the means, identified by CPHA unless City or LVUSD reasonably determines that such efforts would be unproductive, as where a site is not suitable for a school, cannot be acquired at reasonable cost, or otherwise.

(ii) City agrees to meet and confer with CPHA in consultation with other Calabasas Park homeowners associations (HOAs) regarding any expenditure of its share of proceeds of the NMH Funds pursuant to paragraph C.1.(b)(iv) above or any balance of its share of the NMH Funds remaining after implementation of one of the options (i) through (iii) in paragraph C.1.(b) and that the City shall expend these funds on traffic mitigation programs or projects for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas Park HOAs. If these traffic mitigation programs do not expend all of the funds, CPHA, in consultation with other Calabasas Park HOAs, may suggest other amenities to improve the environment in Calabasas Park which can be completed with the remaining funds. The intent of this section is to recognize that \$4M of the NMH Funds were in consideration of additional development within the Calabasas Park community and, thus, if a new elementary school is not built, a substantial portion of the \$4M should be utilized for traffic mitigation or other amenities for the benefit of the Calabasas Park community. In addition, the City agrees that, in its consultations with the LVUSD regarding a new school site, it will not consent to the construction of a school within the Calabasas Park community on a site that would adversely affect traffic circulation in that community without sufficient traffic mitigation funded by the school facilities bond, the NMH Funds, or otherwise.

(d) Before selecting a site for a new school pursuant to this paragraph C., LVUSD shall allow for appropriate participation by CPHA and other members of the public in the decision-making process so that a site-selection process will be informed by the views of the CPHA and the broader public of which it is a part.

#### **D. GENERAL RIGHTS AND OBLIGATIONS**


1. Mutual Releases. Concurrently with the execution of this Agreement, the parties hereby agree to release each other fully from any and all claims arising from the subject matter of this Agreement, other than with respect to the performance by the



parties of their respective obligations arising hereunder, including any claim with respect to the LVUSD's entry into and performance of that certain Termination and Option Surrender Agreement dated eveny herewith or the City's approval of the New Entitlements, as that term is defined in Recital B of that certain agreement between the City and NMH dated eveny herewith. Each party hereby waives, releases, acquits, and forever discharges the others, including its agents, councilmembers, boardmembers, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement. EACH PARTY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE THE OTHER PARTY.

The parties have each initialed this section C.1 to further indicate their awareness and acceptance of each and every provision of this Agreement.

City's Initials: \_\_\_\_\_

LVUSD's Initials:  \_\_\_\_\_

CPHA's Initials: \_\_\_\_\_

2. CEQA Project. LVUSD acknowledges that construction of a new elementary school in the City of Calabasas as contemplated by this Agreement is a project subject to the California Environmental Quality Act ("CEQA"). City and CPHA agree to waive any right to challenge the adequacy of LVUSD's CEQA compliance for the new school, provided that the LVUSD implements traffic mitigation measures as described in paragraph B.2 above.

3. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by any party or parties to this Agreement, the prevailing party or parties shall be entitled to receive from the other party or parties, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses actually incurred in the action or proceeding by the prevailing party or parties.

4. Severability. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement and, to that end, the provisions of this Agreement are severable.

parties of their respective obligations arising hereunder, including any claim with respect to the LVUSD's entry into and performance of that certain Termination and Option Surrender Agreement dated evenly herewith or the City's approval of the New Entitlements, as that term is defined in Recital B of that certain agreement between the City and NMH dated evenly herewith. Each party hereby waives, releases, acquits, and forever discharges the others, including its agents, councilmembers, boardmembers, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement. EACH PARTY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE THE OTHER PARTY.

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City's Initials:                     

LVUSD's Initials:                     

CPHA's Initials:                     

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4. Severability. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement and, to that end, the provisions of this Agreement are severable.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the elementary school site matters described herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties.

6. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

7. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to, any person or entity other than the parties.

8. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

9. Term. The term of this Agreement shall commence upon the Effective Date and continue while any promise set forth in this Agreement remains to be performed. This Agreement may be sooner terminated by the mutual, written consent of all parties.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11. Notices. All notices, demands, and written communications shall be in writing and delivered to the following addresses or such other addresses as the parties may designate to each other in writing:

To City: City of Calabasas  
26135 Mureau Road  
Calabasas, CA 91302  
Attn: Tony Coroalles, City Manager

To District: Las Virgenes Unified School District  
4111 N. Las Virgenes Road  
Calabasas, CA 91302  
Attn: Dr. Donald Zimring, Interim Superintendent

To CPHA: Calabasas Park Homeowners Association, Inc.  
c/o Ross Morgan & Company  
P.O. Box 8782  
Calabasas, CA 91302  
Attn.: Ida Worth

Notices shall be deemed received upon personal delivery or upon the third day after deposit in the U.S. Mail, addressed as set forth above, with full postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date first written above.

**CITY:**

**CITY OF CALABASAS**

By \_\_\_\_\_  
Michael Harrison, Mayor

ATTEST:

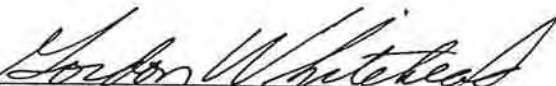
\_\_\_\_\_  
Mark Jomsky, Assistant City Clerk

APPROVED AS TO FORM:

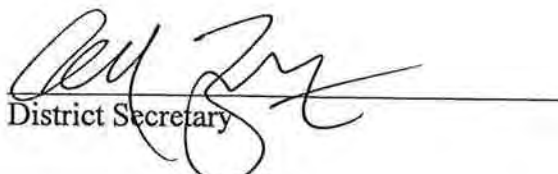
\_\_\_\_\_  
Michael G. Colantuono, City Attorney

**LVUSD:**

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**

By   
Its Board President

ATTEST:

  
District Secretary

APPROVED AS TO FORM:

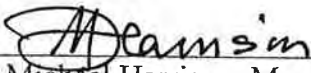
\_\_\_\_\_

Notices shall be deemed received upon personal delivery or upon the third day after deposit in the U.S. Mail, addressed as set forth above, with full postage prepaid.

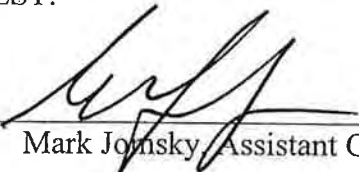
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date first written above.

**CITY:**

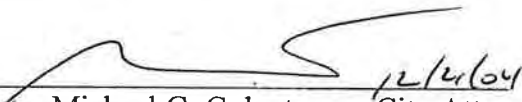
**CITY OF CALABASAS**

By   
Michael Harrison, Mayor

ATTEST:

  
Mark Jonsky, Assistant City Clerk

APPROVED AS TO FORM:

 12/24/04  
Michael G. Colantuono, City Attorney

**LVUSD:**

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Its Board President

ATTEST:

\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

LVUSD Counsel

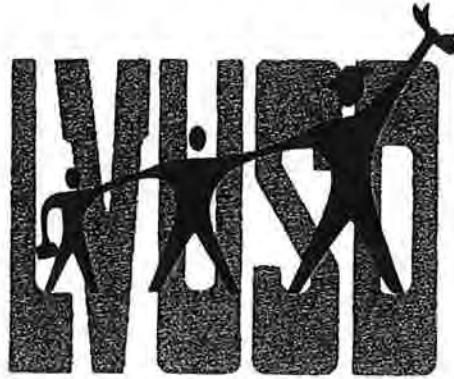
**CPHA:**

**CALABASAS PARK HOMEOWNERS ASSOCIATION**

By   
Its President

By \_\_\_\_\_  
Its Secretary

LAS VIRGENES UNIFIED SCHOOL DISTRICT  
4111 N. LAS VIRGENES ROAD  
CALABASAS, CALIFORNIA 91302  
Telephone: (818) 880-4000  
Fax: (818) 880-4200



BOARD OF EDUCATION

TERILYN FINDERS

CINDY ISER

JUDY JORDAN

PATRICIA SCHULZ

GORDON WHITEHEAD

RECEIVED

JAN 13 2004

CITY OF CALABASAS  
DONALD M. ZIMRING, Ph.D.  
INTERIM SUPERINTENDENT

December 27, 2004

City of Calabasas  
26135 Mureau Rd.  
Calabasas, CA 91302  
Attention: Mr. Tony Coroaalles  
City Manager

Calabasas Park Homeowner's Association  
C/O Ross Morgan & Company  
P.O. Box 8782  
Calabasas, Ca. 91302  
Attn: Ida Worth

**RE: Memorandum of Agreement dated as of December 15, 2004 (the "CPHA Agreement"), between City of Calabasas ("City"), Las Virgenes Unified School District ("LVUSD") and Calabasas Park Homeowner's Association ("CPHA")**

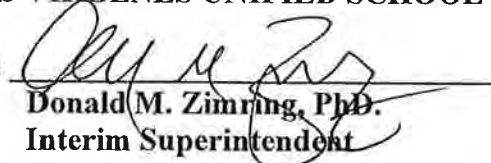
Gentlepersons:

This will confirm that, for all purposes of the CPHA Agreement, any references therein to the "Calabasas Park community" shall mean and refer only to the area within the boundaries as depicted on that certain map dated as of December 22, 2004 and entitled "Map of Calabasas Park Community," a copy of which has been or shall be attached to the executed counterparts of the CPHA Agreement and shall be deemed incorporated therein by this reference.

Please confirm your concurrence with the foregoing by signing a copy of this letter in the space provided below and return same to the undersigned.


Sincerely,

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By:   
Donald M. Zimring, Ph.D.  
Interim Superintendent

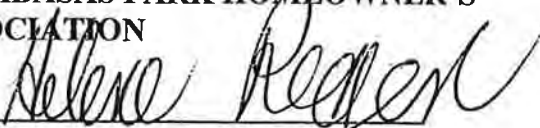
AGREED, APPROVED AND ACCEPTED

CITY OF CALABASAS

By:   
Name: *T. Coroaalles*  
Title: *City Manager*

Dated: 1/18/05

CALABASAS PARK HOMEOWNER'S ASSOCIATION

By:   
Name: *Selene Regener*  
Title: *President CPHA*

Dated: 1/15/05

December 28, 2004

City of Calabasas  
26135 Mureau Road  
Calabasas, CA 91302  
Attention: Mr. Tony Coroalles  
City Manager

Calabasas Park Homeowners Association Inc.  
c/o Ross Morgan and Co.  
P.O. Box 8782  
Calabasas, CA 91302  
Attention:

**RE: Memorandum of Agreement dated as of December 15, 2004 (the "CPHA Agreement"), between City of Calabasas ("City"), Las Virgenes Unified School District ("LVUSD") and Calabasas Park Homeowner's Association ("CPHA")**

Gentlepersons:

This will confirm that, for all purposes of the CPHA Agreement, any references therein to the "Calabasas Park community" shall mean and refer only to the area within the boundaries as depicted on that certain map dated as of December 22, 2004 and entitled "Map of Calabasas Park Community," a copy of which has been or shall be attached to the executed counterparts of the CPHA Agreement and shall be deemed incorporated therein by this reference.

Please confirm your concurrence with the foregoing by signing a copy of this letter in the space provided below and return same to the undersigned.

Sincerely,

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
**Donald M. Zimring, PhD.**  
**Interim Superintendent**

**AGREED, APPROVED AND ACCEPTED**

**CITY OF CALABASAS**

By: Anthony Coroalles FOR  
Name: Anthony Coroalles  
Title: City Manager

Dated: December 28, 2004

**CALABASAS PARK HOMEOWNER'S ASSOCIATION**

By: Debra Rogers for  
Name: Debra Rogers  
Title: President

Dated: 1/05/05



# ITEM 7 ATTACHMENT 2

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
4111 N. LAS VIRGENES ROAD  
CALABASAS, CALIFORNIA 91302  
Telephone: (818) 880-1000  
Fax: (818) 880-4200  
www.lvusd.org



## BOARD OF EDUCATION

JILL GAINES

CINDY ISER

DAVE MOORMAN

PATRICIA SCHULZ

GORDON WHITEHEAD

DONALD M. ZIMRING, Ph.D.  
SUPERINTENDENT

March 17, 2009

Tony Coroalles, City Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Gary Klein, President  
Calabasas Park Homeowners Association  
P.O. Box 8426  
Calabasas, CA 91372

Reference: Joint Trust Agreement

Dear Tony and Gary:

As the predetermined date for dissolution of the Joint Fund approaches, the School Board is facing some critical decisions and long-range planning challenges as a result of the State budget situation. These decisions will impact the future of our schools for years to come. The School Board is grateful that its portion of the Joint Fund will be available to help bridge part of the funding gap created by the State's fiscal crisis. However, the dismal fiscal situation is projected to continue for several years to come. As a result, the District can expect a reduction in funding estimated at \$24.8 million over the next four years. Our goal is to develop a plan that will provide the stability and continuity for our educational program during this period.

Based on this, I would like to propose an incremental approach to the dissolution of the Joint Fund. For reasons of programmatic stability and sound fiscal planning, I have recommended to our Board that our projected budgets utilize the sum of \$1 million from the Joint Fund in each of the four coming years. The District would propose that on July 1 of 2009, 2010, 2011 and 2012, the District and the City each withdraw \$1 million from the funds on deposit in the Joint Fund. The remaining funds will continue earning interest, which as you know, has provided the School District with a much-needed ongoing revenue stream.

This incremental approach will result in all principal funds being withdrawn by July 2012, while during the interim period, interest will continue to be earned on the remaining funds and used for the benefit of our students.

The Board of Education believes that the Joint Fund is evidence of the tremendous support of the Calabasas community and the City of Calabasas for its public schools and public school students. I am hopeful you and your respective boards can assist us in continuing that effort to help the District to provide stable ongoing resources for the next four years.

I and/or representatives from our School Board would welcome the opportunity to discuss this approach with representatives from your respective agencies at your earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Donald M. Zimring, Ph.D.  
Superintendent

DMZ:dj

# ITEM 7 ATTACHMENT 3



CALABASAS PARK HOMEOWNERS ASSOCIATION

P.O. BOX 8426  
CALABASAS, CALIFORNIA 91372  
(818) 225-9191

RECEIVED

OCT 24 2012

CITY OF CALABASAS

October 22, 2012

Tony Coroalles  
City Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Coroalles:

This letter is sent at the request of the Board of Directors for Calabasas Park Homeowners Association with regard to the school site funds being held by the City of Calabasas, as per the Memorandum of Agreement, dated December 15, 2004. Calabasas Park Homeowners Association welcomes the continued opportunity to work with the City of Calabasas and takes very seriously our right and responsibility to work with the City in determining how a substantial portion of the school site funds should be used for traffic mitigation and beautification within our Calabasas Park community.

After extensive consideration and discussion by our Board of Directors, along with solicited input from the sub-associations in Calabasas Park, we are formally presenting our views to the City of Calabasas for the use of the school site funds for the benefit of the Calabasas Park community.

## Traffic Mitigation

- **Traffic light to be installed at intersection of Park Granada and Park Capri**  
The installation of a traffic signal at the intersection of Park Granada and Park Capri will improve the safety at this location by providing controlled operation for traffic. Currently, drivers travelling southbound on Park Capri have a STOP sign at the intersection and have limited sight distance. The signal will eliminate the risks associated with this restricted sight distance.
- **Installation of a median (to replace posts) on Parkway Calabasas at Paseo Primario (entry to Calabasas Park Estates)**  
The current traffic delineators offer limited benefits when channeling traffic on Parkway Calabasas into Calabasas Park Estates since they provide fewer deterrents to vehicles than curbs and medians. In addition to safety, a median will be more aesthetically consistent with the community.

- **Traffic mitigation at Bay Laurel School**  
Improvement for the drop off area on Parkway Calabasas near Bay Laurel School is needed to include the installation of bulb-outs and additional striping north of Paseo Primario. The intent is to help drivers identify the area as a restricted zone and improve the overall safety of the drop-off operations and traffic flow in the immediate area.
- **Installation of reflective mirrors at Calabasas Swim and Tennis Club**  
Reflective mirrors are needed at the exit of the Calabasas Swim and Tennis Club for improved visibility and for a safer exit onto Park Sorrento.

### **Beautification**

- **Entryway project**  
The construction of an entryway project, "in concept," (i.e. portal, gateway, etc.) on Parkway Calabasas by Park Granada is recommended to delineate and announce the entrance to Calabasas Park. This project may include other locations, as well, to define clear entry points to Calabasas Park.
- **Refurbishing the medians project**  
Improvements for the planters/medians are recommended for – 1) Park Sienna and Park Sevilla street planter; 2) Park Sienna street planters; and 3) Park Sienna and Park Cordero street planter to maintain the continued attractive appeal of Calabasas Park.

### **Additional Ideas**

The following ideas were also reviewed and discussed by the CPHA Board of Directors but with no formal vote taken by the Board. These are a compilation of ideas from the various homeowners associations in Calabasas Park.

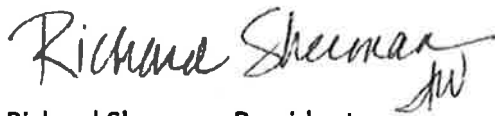
- **Traffic mitigation on Park Sorrento**  
There has been concern expressed of the excessive speeding on Park Sorrento, therefore, necessitating some form(s) of traffic mitigation.
- **Installation of a speed bump/hump on Park Sienna**  
It is believed that the installation of a speed hump/bump on Park Sienna, within close proximity to the rear gate of Bellagio will slow down the speeding traffic.
- **Additional traffic mitigation measures for Bay Laurel School**  
To allow for additional safety in and around Bay Laurel, it was suggest to install a walkway/path from the southwest end of the Bay Laurel field down to Parkway Calabasas, which would allow students to safely walk to Parkway Calabasas for pick-up; two partially endowed shuttle routes; and a remodel of the portion of Paseo Primario from the lower exit of the Bay Laurel parking lot to Parkway Calabasas.

Finally, it is further proposed that if all the monies allocated are not fully expended by the costs of the initial projects, then some monies will remain in reserve so that CPHA and the City can confer on additional projects.

Please note that CPHA expressly reserves all rights and remedies under the Memorandum of Agreement and applicable law and nothing contained in this letter is to be construed as a waiver of any rights of CPHA.

Thank you very much for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Richard Sherman" with a stylized initial "RS" at the end.

Richard Sherman, President  
Calabasas Park Homeowners Association

cc: Board of Directors  
Len Siegel, Esq. – Kulik, Gottesman and Siegel, LLP

# ITEM 7 ATTACHMENT 4



CITY of CALABASAS

October 25, 2012

Mr. Richard Sherman  
President  
Calabasas Park Homeowners Association  
P.O. Box 8426  
Calabasas, California 91372

Dear Mr. Sherman:

Thank you for your letter of October 22, 2012, identifying traffic mitigation project recommendations and suggestions for other beautification projects and ideas. I know that you and your board members have worked very hard to pull these ideas together. The City is eager to work with CPHA to consider and undertake these projects.

Per the Memorandum of Agreement, we will undertake these projects in two phases. First, I will recommend to Council that we design and award contracts for the following recommended traffic mitigation projects:

1. Installation of a traffic signal at Park Granada and Park Capri.
2. Installation of a triangle median on Parkway Calabasas and Paseo Primario to replace the stripping and posts at the entrance to Calabasas Park Estates.
3. Establishment of a student drop off area on Parkway Calabasas below Bay Laurel Elementary school.
4. Establishment of reflective mirrors at the entrance/exit of the Calabasas Tennis and Swim Center.

The construction of these projects will fulfill the first part our mutual obligation under the agreement, which states that the "City shall expend these funds on traffic mitigation programs or projects for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas park HOAs."

Mr. Richard Sherman

October 25, 2012

Page 2

After we have constructed the agreed upon traffic mitigation projects and have an accurate final accounting of the cost of these projects, we move to fulfill the next phase of agreement. Our agreement states: "If these traffic mitigation programs do not expend all of the funds, CPHA, in consultation with other Calabasas Park HOAs, may suggest other amenities to improve the environment in Calabasas Park which can be completed with the remaining funds." In your letter, you provide two recommended beautification projects:

1. Entryway Project
2. Refurbishment of medians.

In principle, the City has no objection to these beautification projects. However, our agreement is very ambiguous as to how much of the \$4.0 million must be spent; first, on traffic migration projects that you recommend, and then on the beautification projects. The agreement states: "The intent of this section is to recognize that \$4.0 million of the NMH Funds were in consideration of additional development within the Calabasas Park community, and thus, if a new elementary school is not built, a substantial portion of the \$4.0 M should be utilized for traffic mitigation or other amenities for the benefit of the Calabasas Park Community."

As we have spoken, there is little clarity in the agreement's language. The word "significant" that qualifies how much of the \$4.0 M should be spent is not defined, and the agreement does not require the City to accept the "input" or "suggestions" that are made. The agreement also does not require the City to make City-owned property available for beautification projects. This is so because the funds to be used are public funds and the City cannot expend public funds on traffic mitigation projects that don't make sense or are not warranted by traffic safety engineering studies. Similarly, the City cannot accept suggestions for beautification projects that may be perceived by our residents to be extravagant, unnecessary, or a misuse of public funds. Since, the decision for accepting recommendations and suggestions rests with the City, the test for expending these funds is the same as for any other public funds that the City Council approves.

So clearly, the nature of the agreement requires both of us to work in good faith to meet the intent of our agreement. The additional development within Calabasas Park mentioned in the agreement resulted from the construction of an additional seven homes. The City received \$4.0 M from the developer in exchange for a modified entitlement to build seven more units in Oaks. It is the increased traffic impact of these seven homes that the funds were envisioned to mitigate. Your traffic mitigation recommendations serve to adequately mitigate this impact.

The median refurbishment that you propose is fairly straightforward and will pose no issue. What will be left for us to agree upon are the specific nature, scope, and cost, of the gateway project. We look forward to having you further define this proposal as we move forward with the other projects.

Richard Sherman  
October 25, 2012  
Page 3

Again, thank you for your efforts. In principle, pending Council approval, we accept all of your recommendations for traffic mitigation and beautification and look forward to beginning construction shortly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony M. Coroalles', with a long, sweeping underline.

Anthony M. Coroalles  
City Manager

Cc: City Council  
City Attorney  
~~Public Works Director~~

# ITEM 7 ATTACHMENT 5



## CALABASAS PARK HOMEOWNERS ASSOCIATION

P.O. BOX 8426  
CALABASAS, CALIFORNIA 91372  
(818) 225-9191

NOV 21 2014

November 19, 2014

Mr. Tony Coroalles  
City Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Tony:

This letter is sent on behalf of the Board of Directors for the Calabasas Park Homeowners Association with regard to the proposed Parkway Calabasas entryway improvements. Thank you for attending our Board Meeting on November 13<sup>th</sup> and for your assistance in moving this project forward.

The Board discussed the proposed options presented by the city's consulting architect, Paul Jordan, later in the meeting. The Board Members voted by a vast majority in favor of having the City of Calabasas proceed with the wider stone monument which indicated "City of Calabasas" (presented as option Study #2), with "Calabasas Park" on the wall on the east side of Parkway Calabasas.

We also look forward to the addition of the proposed new vegetation along the lower part of Parkway Calabasas, which is in keeping with the signature median vegetation throughout the City. Further, we are hopeful that the City can be instrumental in having all of the areas of signage (Calabasas Park wall, Westridge wall, center gate/wall, and the new stone monument for City of Calabasas in center median) color coordinated for continuity in the community. We are confident that these capital improvements will add to the already existing beauty of Calabasas Park and for the City in general.

We ask that you kindly keep us informed as to the timeline and progress of this project. Please also let us know if we can provide additional input as the project moves forward.

Thank you very much.

Sincerely,

A handwritten signature in cursive that reads "Richard Sherman".

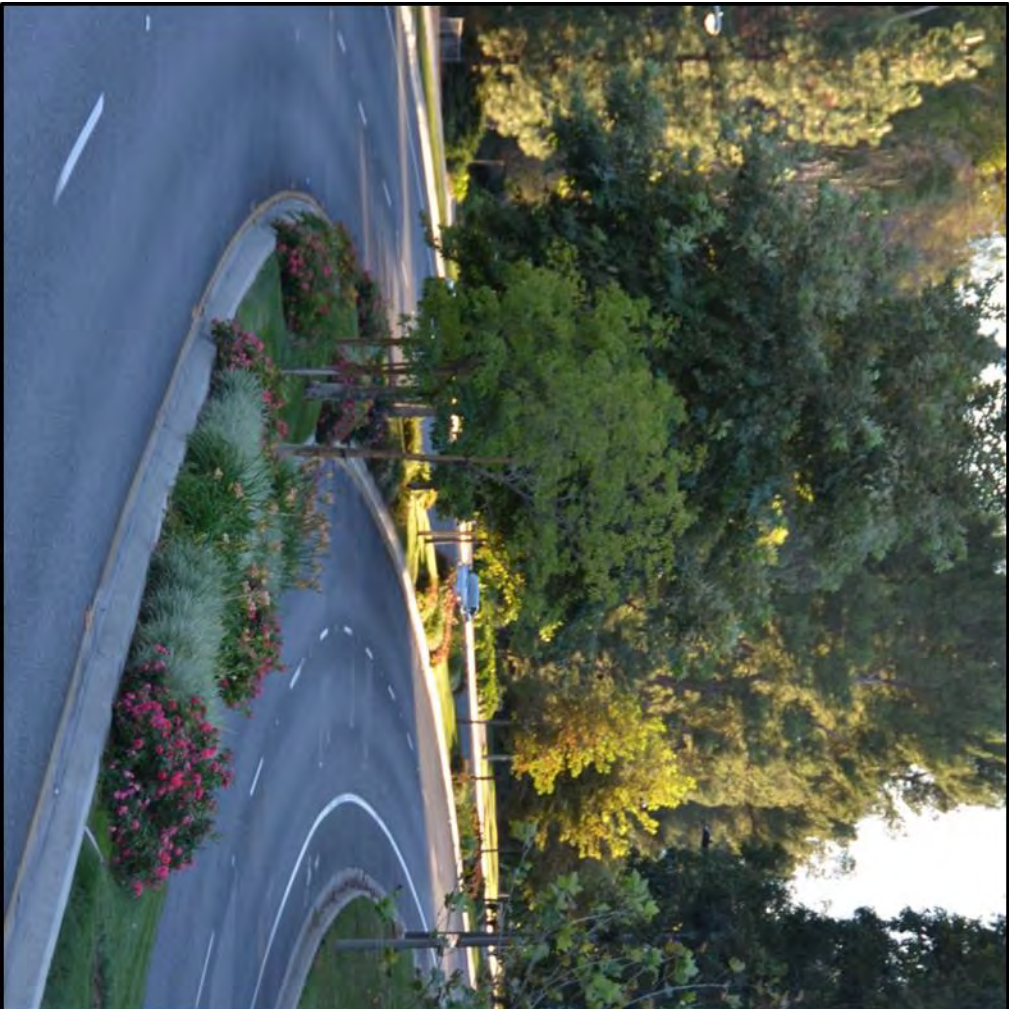
Richard Sherman  
President

cc: CPHA Board of Directors





ATTACHMENT 6

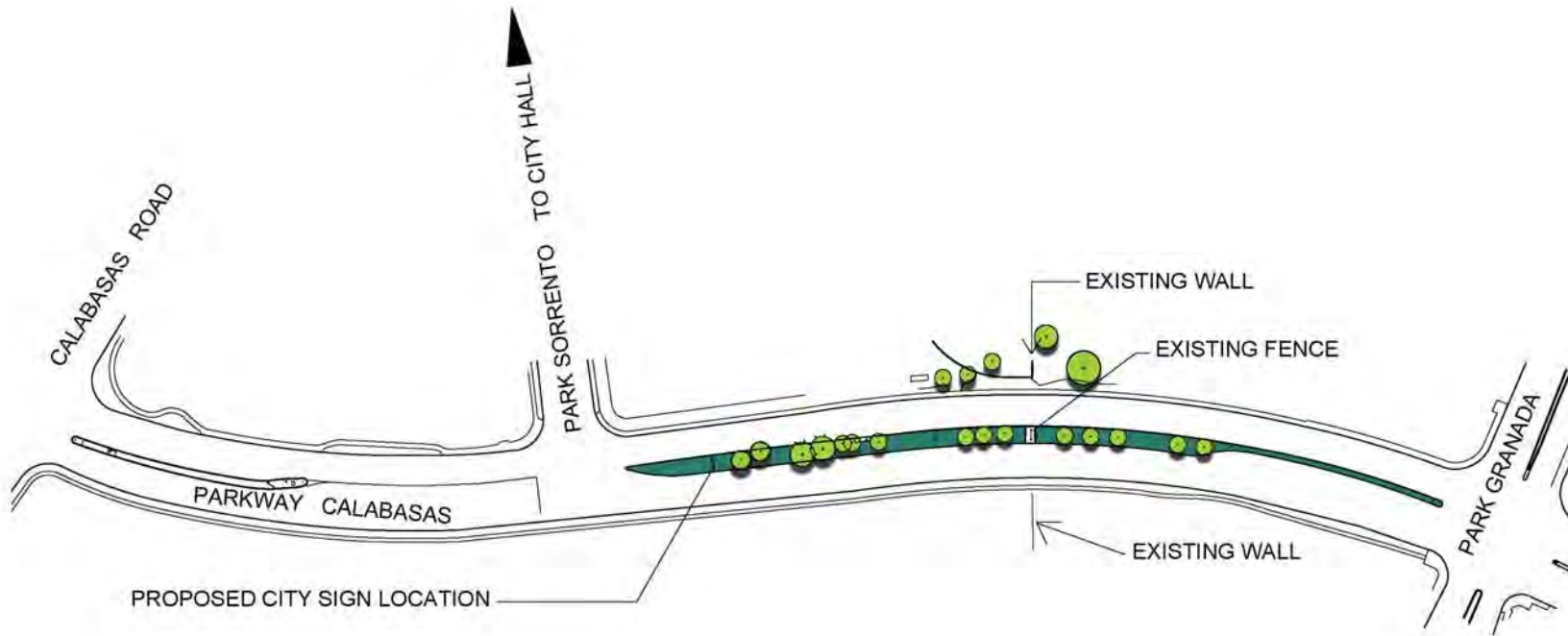


# JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS

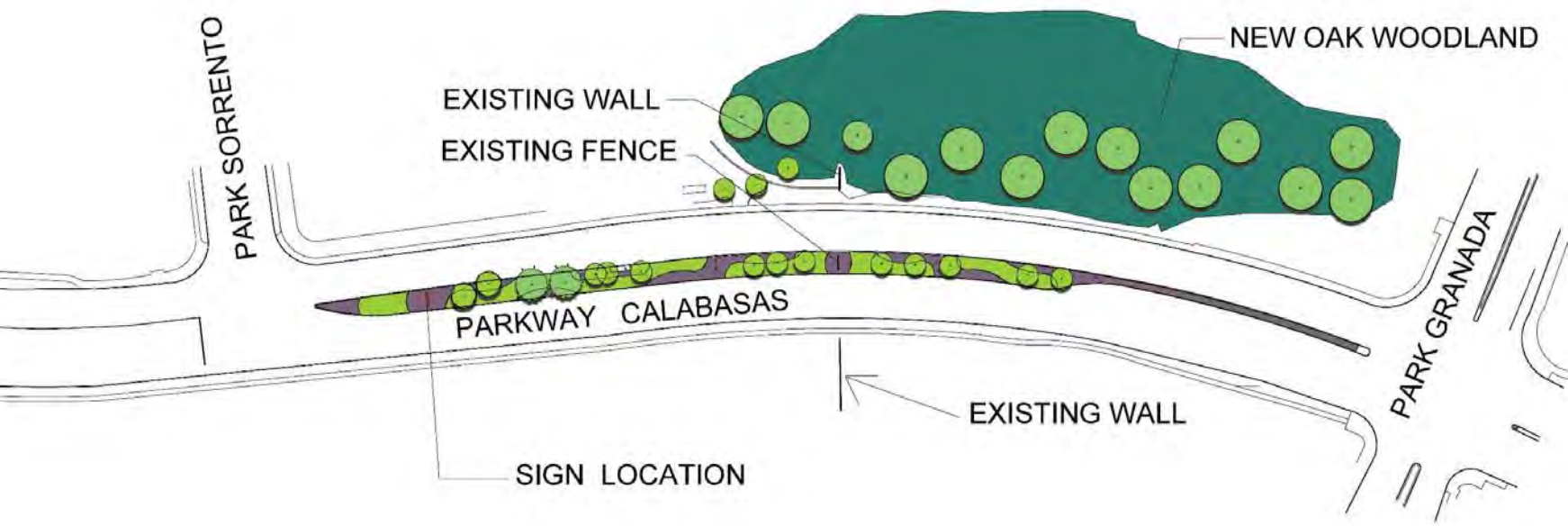








# PARKWAY CALABASAS SIGN LOCATION



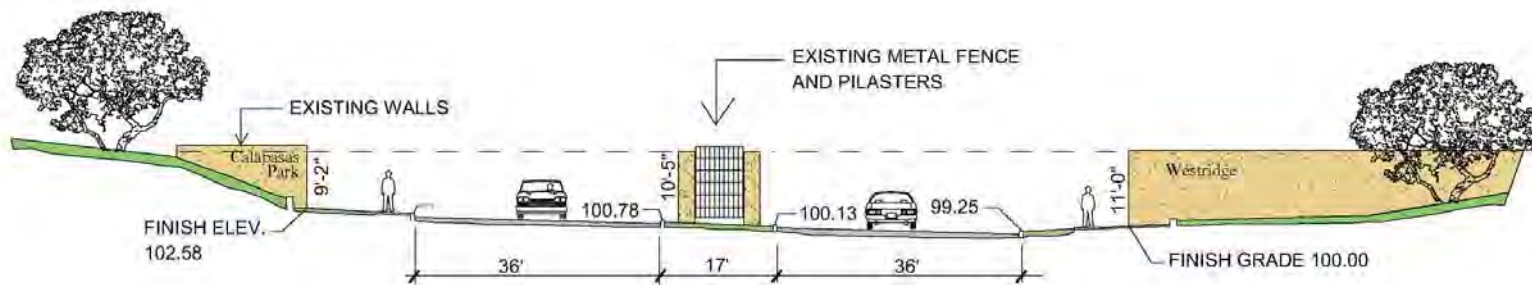
PARKWAY CALABASAS LANDSCAPE IMPROVEMENT AREA











# SECTION THRU PARKWAY CALABASAS



MISSING ELEMENTS



ROSETTE



KNUCKLES



SPEAR

# EXISTING METAL FENCE









TUSCANY















**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** MARCH 28, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER *Gary J. Lysik*

**SUBJECT:** DISCUSSION AND CONCEPT APPROVAL TO REFUND SERIES 2006 CERTIFICATES OF PARTICIPATION (CITY HALL AND LIBRARY) FOR CASHFLOW SAVINGS. SERIES 2015 REFUNDING BONDS WOULD BE ISSUED TO INCLUDE AN ADDITIONAL \$6M FOR THE COSTS ASSOCIATED WITH THE NEW SENIOR CENTER

**MEETING DATE:** APRIL 8, 2015

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**SUMMARY RECOMMENDATION:**

Staff recommends that Council approves effort related to refunding existing Series 2006 Certificates of Participation (COPs) and issuing new COPs to include the outstanding principal balance of the 2006 COPs, an additional \$6M for the costs associated with building a new Senior Center, and costs associated with issuing this new debt.

**BACKGROUND:**

In November 2006, the City of Calabasas issued Series 2006 Certificates of Participation with an aggregate principal amount of \$35,000,000 for the purpose of financing the construction of the City Hall, the Library, and the Civic Center Facility, and to purchase necessary furniture, fixtures, and equipment associated with that project.

Since that time, Council has decided to construct a new Senior Center in the parking lot immediately south of and adjacent to the City Hall and Library buildings. The total expected cost for the design and construction of the new Senior Center, including project management costs, landscaping, parking lot, and furniture, fixtures, and equipment will be less than \$6M.

#### **DISCUSSION / ANALYSIS:**

The average coupon rate for the Series 2006 COPs is 4.39%, and currently the amount of the outstanding principal balance is \$33,450,000. Annual debt service for this issue averages \$1.7M per year through 2017, and will then increase to \$2.2M per year until maturity in 2041.

The anticipated true interest cost for the proposed new issue would be approximately 3.44%, representing a rate reduction of nearly 1.0%. The annual debt service for the new issue, including borrowing an additional \$6M, would be \$1.7M per year through FY 2018, then increasing to \$2.5M per year until maturity in 2041. (Note: The maturity date for the new issue would not change from the current debt structure.)

The real advantages of refunding the existing Series 2006 COP is to take advantage of lower interest rates while maintaining a healthy City reserve level. Without adding an additional \$6M to the amount currently outstanding, refunding would yield a total Net Present Value (NPV) Savings of \$1.6M. Whether the City adds an additional \$6M or not, it should at least refund the existing debt to take advantage of the currently lower interest rates.

However, due to lower interest rates, adding an additional \$6M to the debt load would make sense. Here's why:

- 1) Help with the City's cash flow. Through June 2018, the City would pay a combined total of \$685K less than the current structure requires. That gives the City time to increase its revenue by completing potentially two (2) annexations, as well as gives time for two (2) potential hotels and one (1) new car dealer to become established within the City and produce Transient Occupancy Tax and Sales Tax.

*Opinion.* Given the fact that the City is uncertain as to what will happen with the West Agoura Road annexation (Spirent - \$625K), and that IXIA (\$291K) and VOLVO (\$146K) already moved out of the City, plus the expected added operational cost to the City associated with the Senior Center (\$620K), the City needs cash to maintain its current level of public service.

- 2) Maintain a higher Management Reserve balance. As a matter of prudence, City Council established a policy which requires the City to maintain a General Fund reserve balance of 40% of General Fund expenditures.

Currently, the City enjoys a healthy reserve balance of 92.2%, however, if the City's idle cash is used to pay for the construction of the Senior Center and other related costs, the reserve balance percentage could potentially drop to as low as 64.5%.

*Opinion.* Management Reserve should remain part of the City's budget to pay for unexpected emergencies, and not necessarily to pay cash for the construction of a new capital project. Eliminating or even minimally reducing the current Management Reserve balance would affect the City's ability to quickly move on future purchases or improvements that would benefit public interest. 64.5% is not a devastatingly low percentage, but it is within only \$5M of being below the Council imposed reserve balance level. As a note, generally credit rating firms require at least a 30% reserve balance level before negatively affecting a credit rating.

- 3) Help maintain high credit rating. Higher cash balances help maintain higher credit ratings with major credit rating agencies such as Moody's and Standard & Poor's. The City currently enjoys an underlying credit rating of AA+ from S&P.

*Opinion.* The City's credit rating is important enough to see that it is protected from a potential downgrade. The City's future borrowing ability and the borrowing rate would both be effected should a downgrade occur. Needless to say, the City boasts of a high credit rating, and caution should be taken to maintain at least its current level.

- 4) Help the City cover the added cost of running a new Senior Center. According to the Director of Community Services, the expectation is that the Center will cost at least \$620,000 per year to operate.

*Opinion.* An estimate of annual operational costs was prepared by the Community Services Director with personnel cost input provided by the Chief Financial Officer. This cost totaled \$620K per year, but could actually be higher or lower depending upon circumstances. Maintaining cash to allow for proper operation of the Facility is prudent in this regard.

- 5) Net Present Value (NPV) Savings of \$1,533,613. Using the arbitrage yield of 3.31%, the savings caused by an interest rate reduction and an increase in cash availability has a positive effect on Net Present Value.

*Opinion.* One of the most common methods for determining whether an investment is beneficial, or in this case a financing opportunity, is through the use of NPV calculations. The presented option has a favorable Net PV Savings of \$1.5M over keeping the existing financing option.

### The Process:

If the City were to issue debt in the amount of \$42,100,000, it is estimated that approximately \$393K of that amount will be used for the cost of issuance, the underwriter's discount, and the purchase of a bond reserve fund surety. Approximately \$378K will be set aside to cover capitalized interest, leaving \$35.3M to be used for open market purchases and \$6.0M for the Senior Center



construction costs, Furniture, Fixtures & Equipment, project management costs, etc. Any amount remaining after the completion of the Project will be used to make initial debt service payments.

Authorizing the funding of the Series 2015 Certificates of Participation for an approximate amount of \$42,100,000 will allow the City Manager or the City's Chief Financial Officer to issue debt up to that amount, however, if rates decrease, or if the lowest qualified bid is less than expected, the City will not have to bond the full amount authorized. The converse would hold true if rates increase, or if the lowest qualified bid is greater than expected. Sizing of the borrowed amount will change in the weeks ahead, and Council will be apprised of any changes in the anticipated borrowing rate or the cash requirements in enough time for an appropriate decision and approval to be made.

It is proposed that the bonds will be sold at competitive sale by June 2015 with multiple underwriting bids expected. The City will obtain an updated underlying bond rating, a bond reserve fund surety will be purchased, and the Series 2015 COPs are expected to be AAA rated. The underlying rating on the City's Series 2006 COPs was a AA+ from Standard & Poor's and a similar underlying rating is expected. The average interest rate on the Series 2015 bonds is expected to be roughly 3.44% based on current market conditions and the rate will be fixed for 30 years. Final interest rates will depend on bond market conditions at the time of sale.

Debt service payments for the Series 2015 COPs would be annually budgeted for and appropriated from the City's General Fund.

**FINANCIAL IMPACT / SOURCE OF FUNDING:**

It is expected that annual debt service payments associated with the issuance of the Series 2015 COPs will be approximately \$1.6 million per year through June 2018, after which time they will increase to, and remain constant at approximately \$2.5 million per year until final payment has been made in 2041. There will be a combined total cash flow savings through June 2018 of \$685,000 over the existing debt service schedule.

By comparison, the current debt service for the Series 2006 COPs, (higher interest rate, and without the added \$6M), is \$1.7M per year through FY 2017, increasing to \$2.2M per year through 2041.

The Net Present Value Savings by refunding the existing Series 2006 COP and borrowing an additional \$6M is \$1,533,613.

**REQUESTED ACTION:**

Staff recommends that Council authorizes the City Manager and the Chief Financial Officer to begin the efforts required to refund the existing Series 2006 Certificates of Participation and issue new Refunding Bonds to include an additional \$6M to cover the costs associated with building a new Senior Center.

**ATTACHMENTS:**

1. Series 2015 Refunding COPs (Alternative #5) – Funding Analysis

## SOURCES AND USES OF FUNDS

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

## Sources:

## Bond Proceeds:

Par Amount	38,700,000.00
Net Premium	3,396,293.20

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42,096,293.20

## Uses:

## Project Fund Deposits:

Project Fund	6,000,000.00
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## Refunding Escrow Deposits:

Cash Deposit	652.25
Open Market Purchases	35,323,000.00
	<hr/> 35,323,652.25

## Other Fund Deposits:

Capitalized Interest Fund	377,683.56
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## Delivery Date Expenses:

Cost of Issuance	200,000.00
Underwriter's Discount	154,800.00
Bond Reserve Fund Surety	38,468.91
	<hr/> 393,268.91

## Other Uses of Funds:

Additional Proceeds	1,688.48
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42,096,293.20

## BOND DEBT SERVICE

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Dated Date 06/01/2015  
Delivery Date 06/01/2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2015			824,996.88	824,996.88	824,996.88
06/01/2016			824,996.88	824,996.88	
12/01/2016			824,996.88	824,996.88	1,649,993.76
06/01/2017			824,996.88	824,996.88	
12/01/2017			824,996.88	824,996.88	1,649,993.76
06/01/2018			824,996.88	824,996.88	
12/01/2018	910,000	4.000%	824,996.88	1,734,996.88	2,559,993.76
06/01/2019			806,796.88	806,796.88	
12/01/2019	950,000	4.000%	806,796.88	1,756,796.88	2,563,593.76
06/01/2020			787,796.88	787,796.88	
12/01/2020	985,000	5.000%	787,796.88	1,772,796.88	2,560,593.76
06/01/2021			763,171.88	763,171.88	
12/01/2021	1,035,000	5.000%	763,171.88	1,798,171.88	2,561,343.76
06/01/2022			737,296.88	737,296.88	
12/01/2022	1,090,000	5.000%	737,296.88	1,827,296.88	2,564,593.76
06/01/2023			710,046.88	710,046.88	
12/01/2023	1,140,000	5.000%	710,046.88	1,850,046.88	2,560,093.76
06/01/2024			681,546.88	681,546.88	
12/01/2024	1,200,000	5.000%	681,546.88	1,881,546.88	2,563,093.76
06/01/2025			651,546.88	651,546.88	
12/01/2025	1,260,000	5.000%	651,546.88	1,911,546.88	2,563,093.76
06/01/2026			620,046.88	620,046.88	
12/01/2026	1,320,000	5.000%	620,046.88	1,940,046.88	2,560,093.76
06/01/2027			587,046.88	587,046.88	
12/01/2027	1,390,000	5.000%	587,046.88	1,977,046.88	2,564,093.76
06/01/2028			552,296.88	552,296.88	
12/01/2028	1,455,000	5.000%	552,296.88	2,007,296.88	2,559,593.76
06/01/2029			515,921.88	515,921.88	
12/01/2029	1,530,000	5.000%	515,921.88	2,045,921.88	2,561,843.76
06/01/2030			477,671.88	477,671.88	
12/01/2030	1,605,000	5.000%	477,671.88	2,082,671.88	2,560,343.76
06/01/2031			437,546.88	437,546.88	
12/01/2031	1,685,000	5.000%	437,546.88	2,122,546.88	2,560,093.76
06/01/2032			395,421.88	395,421.88	
12/01/2032	1,770,000	5.000%	395,421.88	2,165,421.88	2,560,843.76
06/01/2033			351,171.88	351,171.88	
12/01/2033	1,860,000	3.625%	351,171.88	2,211,171.88	2,562,343.76
06/01/2034			317,459.38	317,459.38	
12/01/2034	1,925,000	3.625%	317,459.38	2,242,459.38	2,559,918.76
06/01/2035			282,568.75	282,568.75	
12/01/2035	1,995,000	3.625%	282,568.75	2,277,568.75	2,560,137.50
06/01/2036			246,409.38	246,409.38	
12/01/2036	2,070,000	3.625%	246,409.38	2,316,409.38	2,562,818.76
06/01/2037			208,890.63	208,890.63	
12/01/2037	2,145,000	3.625%	208,890.63	2,353,890.63	2,562,781.26
06/01/2038			170,012.50	170,012.50	
12/01/2038	2,220,000	3.625%	170,012.50	2,390,012.50	2,560,025.00
06/01/2039			129,775.00	129,775.00	

## BOND DEBT SERVICE

City of Calabasas  
Series 2015 Refunding COPS

Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2039	2,305,000	3.625%	129,775.00	2,434,775.00	2,564,550.00
06/01/2040			87,996.88	87,996.88	
12/01/2040	2,385,000	3.625%	87,996.88	2,472,996.88	2,560,993.76
06/01/2041			44,768.75	44,768.75	
12/01/2041	2,470,000	3.625%	44,768.75	2,514,768.75	2,559,537.50
	38,700,000		26,901,397.10	65,601,397.10	65,601,397.10

## NET DEBT SERVICE

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Date	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2015	824,996.88	132,152.60	692,844.28
06/01/2016	824,996.88	130,066.57	694,930.31
12/01/2016	824,996.88	127,980.55	697,016.33
06/01/2017	824,996.88		824,996.88
12/01/2017	824,996.88		824,996.88
06/01/2018	824,996.88		824,996.88
12/01/2018	1,734,996.88		1,734,996.88
06/01/2019	806,796.88		806,796.88
12/01/2019	1,756,796.88		1,756,796.88
06/01/2020	787,796.88		787,796.88
12/01/2020	1,772,796.88		1,772,796.88
06/01/2021	763,171.88		763,171.88
12/01/2021	1,798,171.88		1,798,171.88
06/01/2022	737,296.88		737,296.88
12/01/2022	1,827,296.88		1,827,296.88
06/01/2023	710,046.88		710,046.88
12/01/2023	1,850,046.88		1,850,046.88
06/01/2024	681,546.88		681,546.88
12/01/2024	1,881,546.88		1,881,546.88
06/01/2025	651,546.88		651,546.88
12/01/2025	1,911,546.88		1,911,546.88
06/01/2026	620,046.88		620,046.88
12/01/2026	1,940,046.88		1,940,046.88
06/01/2027	587,046.88		587,046.88
12/01/2027	1,977,046.88		1,977,046.88
06/01/2028	552,296.88		552,296.88
12/01/2028	2,007,296.88		2,007,296.88
06/01/2029	515,921.88		515,921.88
12/01/2029	2,045,921.88		2,045,921.88
06/01/2030	477,671.88		477,671.88
12/01/2030	2,082,671.88		2,082,671.88
06/01/2031	437,546.88		437,546.88
12/01/2031	2,122,546.88		2,122,546.88
06/01/2032	395,421.88		395,421.88
12/01/2032	2,165,421.88		2,165,421.88
06/01/2033	351,171.88		351,171.88
12/01/2033	2,211,171.88		2,211,171.88
06/01/2034	317,459.38		317,459.38
12/01/2034	2,242,459.38		2,242,459.38
06/01/2035	282,568.75		282,568.75
12/01/2035	2,277,568.75		2,277,568.75
06/01/2036	246,409.38		246,409.38
12/01/2036	2,316,409.38		2,316,409.38
06/01/2037	208,890.63		208,890.63
12/01/2037	2,353,890.63		2,353,890.63
06/01/2038	170,012.50		170,012.50
12/01/2038	2,390,012.50		2,390,012.50
06/01/2039	129,775.00		129,775.00
12/01/2039	2,434,775.00		2,434,775.00

## NET DEBT SERVICE

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Date	Total Debt Service	Capitalized Interest Fund	Net Debt Service
06/01/2040	87,996.88		87,996.88
12/01/2040	2,472,996.88		2,472,996.88
06/01/2041	44,768.75		44,768.75
12/01/2041	2,514,768.75		2,514,768.75
	65,601,397.10	390,199.72	65,211,197.38

## PRIOR BOND DEBT SERVICE

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Dated Date 06/01/2015  
Delivery Date 06/01/2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2015	300,000	4.000%	718,790.00	1,018,790.00	1,018,790.00
06/01/2016			712,790.00	712,790.00	
12/01/2016	310,000	4.000%	712,790.00	1,022,790.00	1,735,580.00
06/01/2017			706,590.00	706,590.00	
12/01/2017	775,000	3.650%	706,590.00	1,481,590.00	2,188,180.00
06/01/2018			692,446.25	692,446.25	
12/01/2018	805,000	3.750%	692,446.25	1,497,446.25	2,189,892.50
06/01/2019			677,352.50	677,352.50	
12/01/2019	835,000	3.800%	677,352.50	1,512,352.50	2,189,705.00
06/01/2020			661,487.50	661,487.50	
12/01/2020	865,000	3.875%	661,487.50	1,526,487.50	2,187,975.00
06/01/2021			644,728.13	644,728.13	
12/01/2021	900,000	3.900%	644,728.13	1,544,728.13	2,189,456.26
06/01/2022			627,178.13	627,178.13	
12/01/2022	935,000	4.000%	627,178.13	1,562,178.13	2,189,356.26
06/01/2023			608,478.13	608,478.13	
12/01/2023	975,000	4.100%	608,478.13	1,583,478.13	2,191,956.26
06/01/2024			588,490.63	588,490.63	
12/01/2024	1,015,000	4.100%	588,490.63	1,603,490.63	2,191,981.26
06/01/2025			567,683.13	567,683.13	
12/01/2025	1,055,000	4.200%	567,683.13	1,622,683.13	2,190,366.26
06/01/2026			545,528.13	545,528.13	
12/01/2026	1,100,000	4.250%	545,528.13	1,645,528.13	2,191,056.26
06/01/2027			522,153.13	522,153.13	
12/01/2027	1,145,000	4.250%	522,153.13	1,667,153.13	2,189,306.26
06/01/2028			497,821.88	497,821.88	
12/01/2028	1,195,000	4.375%	497,821.88	1,692,821.88	2,190,643.76
06/01/2029			471,681.25	471,681.25	
12/01/2029	1,245,000	4.375%	471,681.25	1,716,681.25	2,188,362.50
06/01/2030			444,446.88	444,446.88	
12/01/2030	1,300,000	4.375%	444,446.88	1,744,446.88	2,188,893.76
06/01/2031			416,009.38	416,009.38	
12/01/2031	1,355,000	4.375%	416,009.38	1,771,009.38	2,187,018.76
06/01/2032			386,368.75	386,368.75	
12/01/2032	1,415,000	4.375%	386,368.75	1,801,368.75	2,187,737.50
06/01/2033			355,415.63	355,415.63	
12/01/2033	1,480,000	4.375%	355,415.63	1,835,415.63	2,190,831.26
06/01/2034			323,040.63	323,040.63	
12/01/2034	1,545,000	4.375%	323,040.63	1,868,040.63	2,191,081.26
06/01/2035			289,243.75	289,243.75	
12/01/2035	1,610,000	4.375%	289,243.75	1,899,243.75	2,188,487.50
06/01/2036			254,025.00	254,025.00	
12/01/2036	1,680,000	4.500%	254,025.00	1,934,025.00	2,188,050.00
06/01/2037			216,225.00	216,225.00	
12/01/2037	1,755,000	4.500%	216,225.00	1,971,225.00	2,187,450.00
06/01/2038			176,737.50	176,737.50	
12/01/2038	1,835,000	4.500%	176,737.50	2,011,737.50	2,188,475.00
06/01/2039			135,450.00	135,450.00	



## PRIOR BOND DEBT SERVICE

City of Calabasas  
 Series 2015 Refunding COPS  
 Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
 Capitalized interest; No Extension of Maturities.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2039	1,920,000	4.500%	135,450.00	2,055,450.00	2,190,900.00
06/01/2040			92,250.00	92,250.00	
12/01/2040	2,005,000	4.500%	92,250.00	2,097,250.00	2,189,500.00
06/01/2041			47,137.50	47,137.50	
12/01/2041	2,095,000	4.500%	47,137.50	2,142,137.50	2,189,275.00
	33,450,000		24,040,307.62	57,490,307.62	57,490,307.62

## SUMMARY OF REFUNDING RESULTS

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Dated Date	06/01/2015
Delivery Date	06/01/2015
Arbitrage yield	3.313929%
Escrow yield	0.523157%
Bond Par Amount	38,700,000.00
True Interest Cost	3.441439%
Net Interest Cost	3.581226%
Average Coupon	4.071867%
Average Life	17.071
Par amount of refunded bonds	33,450,000.00
Average coupon of refunded bonds	4.394134%
Average life of refunded bonds	16.356
PV of prior debt to 06/01/2015 @ 3.313929%	37,742,263.50
Net PV Savings	1,533,613.02
Percentage savings of refunded bonds	4.584792%
Percentage savings of refunding bonds	3.962824%

## SAVINGS

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 06/01/2015 @ 3.3139289%
12/01/2015	1,018,790.00	824,996.88	193,793.12	193,793.12	190,634.38
06/01/2016	712,790.00	824,996.88	-112,206.88		-108,578.84
12/01/2016	1,022,790.00	824,996.88	197,793.12	85,586.24	188,278.08
06/01/2017	706,590.00	824,996.88	-118,406.88		-110,873.66
12/01/2017	1,481,590.00	824,996.88	656,593.12	538,186.24	604,798.41
06/01/2018	692,446.25	824,996.88	-132,550.63		-120,104.42
12/01/2018	1,497,446.25	1,734,996.88	-237,550.63	-370,101.26	-211,736.74
06/01/2019	677,352.50	806,796.88	-129,444.38		-113,497.45
12/01/2019	1,512,352.50	1,756,796.88	-244,444.38	-373,888.76	-210,836.51
06/01/2020	661,487.50	787,796.88	-126,309.38		-107,167.78
12/01/2020	1,526,487.50	1,772,796.88	-246,309.38	-372,618.76	-205,576.01
06/01/2021	644,728.13	763,171.88	-118,443.75		-97,244.83
12/01/2021	1,544,728.13	1,798,171.88	-253,443.75	-371,887.50	-204,691.03
06/01/2022	627,178.13	737,296.88	-110,118.75		-87,486.56
12/01/2022	1,562,178.13	1,827,296.88	-265,118.75	-375,237.50	-207,196.96
06/01/2023	608,478.13	710,046.88	-101,568.75		-78,084.69
12/01/2023	1,583,478.13	1,850,046.88	-266,568.75	-368,137.50	-201,594.14
06/01/2024	588,490.63	681,546.88	-93,056.25		-69,227.25
12/01/2024	1,603,490.63	1,881,546.88	-278,056.25	-371,112.50	-203,482.49
06/01/2025	567,683.13	651,546.88	-83,863.75		-60,371.44
12/01/2025	1,622,683.13	1,911,546.88	-288,863.75	-372,727.50	-204,556.44
06/01/2026	545,528.13	620,046.88	-74,518.75		-51,909.70
12/01/2026	1,645,528.13	1,940,046.88	-294,518.75	-369,037.50	-201,817.49
06/01/2027	522,153.13	587,046.88	-64,893.75		-43,743.30
12/01/2027	1,667,153.13	1,977,046.88	-309,893.75	-374,787.50	-205,487.02
06/01/2028	497,821.88	552,296.88	-54,475.00		-35,532.98
12/01/2028	1,692,821.88	2,007,296.88	-314,475.00	-368,950.00	-201,782.46
06/01/2029	471,681.25	515,921.88	-44,240.63		-27,924.25
12/01/2029	1,716,681.25	2,045,921.88	-329,240.63	-373,481.26	-204,426.15
06/01/2030	444,446.88	477,671.88	-33,225.00		-20,293.22
12/01/2030	1,744,446.88	2,082,671.88	-338,225.00	-371,450.00	-203,214.39
06/01/2031	416,009.38	437,546.88	-21,537.50		-12,729.37
12/01/2031	1,771,009.38	2,122,546.88	-351,537.50	-373,075.00	-204,383.64
06/01/2032	386,368.75	395,421.88	-9,053.13		-5,177.69
12/01/2032	1,801,368.75	2,165,421.88	-364,053.13	-373,106.26	-204,816.51
06/01/2033	355,415.63	351,171.88	4,243.75		2,348.62
12/01/2033	1,835,415.63	2,211,171.88	-375,756.25	-371,512.50	-204,565.38
06/01/2034	323,040.63	317,459.38	5,581.25		2,988.96
12/01/2034	1,868,040.63	2,242,459.38	-374,418.75	-368,837.50	-197,246.47
06/01/2035	289,243.75	282,568.75	6,675.00		3,459.12
12/01/2035	1,899,243.75	2,277,568.75	-378,325.00	-371,650.00	-192,860.11
06/01/2036	254,025.00	246,409.38	7,615.62		3,818.96
12/01/2036	1,934,025.00	2,316,409.38	-382,384.38	-374,768.76	-188,626.73
06/01/2037	216,225.00	208,890.63	7,334.37		3,559.01
12/01/2037	1,971,225.00	2,353,890.63	-382,665.63	-375,331.26	-182,662.03
06/01/2038	176,737.50	170,012.50	6,725.00		3,157.80
12/01/2038	2,011,737.50	2,390,012.50	-378,275.00	-371,550.00	-174,727.87
06/01/2039	135,450.00	129,775.00	5,675.00		2,578.60
12/01/2039	2,055,450.00	2,434,775.00	-379,325.00	-373,650.00	-169,547.64

## SAVINGS

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 06/01/2015 @ 3.3139289%
06/01/2040	92,250.00	87,996.88	4,253.12		1,870.04
12/01/2040	2,097,250.00	2,472,996.88	-375,746.88	-371,493.76	-162,517.97
06/01/2041	47,137.50	44,768.75	2,368.75		1,007.83
12/01/2041	2,142,137.50	2,514,768.75	-372,631.25	-370,262.50	-155,959.20
	57,490,307.62	65,601,397.10	-8,111,089.48	-8,111,089.48	-4,845,759.02

Savings Summary

PV of savings from cash flow	-4,845,759.02
Plus: Refunding funds on hand	6,379,372.04
Net PV Savings	1,533,613.02

## BOND PRICING

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity
Bond Component:						
	12/01/2015		2.000%	0.150%	100.924	
	12/01/2016		2.000%	0.190%	102.709	
	12/01/2017		3.000%	0.510%	106.177	
	12/01/2018	910,000	4.000%	0.840%	110.876	
	12/01/2019	950,000	4.000%	1.060%	112.886	
	12/01/2020	985,000	5.000%	1.290%	119.636	
	12/01/2021	1,035,000	5.000%	1.500%	121.599	
	12/01/2022	1,090,000	5.000%	1.770%	122.592	
	12/01/2023	1,140,000	5.000%	1.970%	123.607	
	12/01/2024	1,200,000	5.000%	2.150%	124.371	
	12/01/2025	1,260,000	5.000%	2.290%	125.165	
	12/01/2026	1,320,000	5.000%	2.440%	123.586 C	2.612%
	12/01/2027	1,390,000	5.000%	2.580%	122.135 C	2.879%
	12/01/2028	1,455,000	5.000%	2.710%	120.805 C	3.102%
	12/01/2029	1,530,000	5.000%	2.830%	119.592 C	3.290%
	12/01/2030	1,605,000	5.000%	2.930%	118.593 C	3.442%
	12/01/2031	1,685,000	5.000%	3.000%	117.900 C	3.557%
	12/01/2032	1,770,000	5.000%	3.030%	117.604 C	3.632%
		19,325,000				
Term Bond #1:						
	12/01/2041	19,375,000	3.625%	3.780%	97.419	
		38,700,000				

Dated Date	06/01/2015	
Delivery Date	06/01/2015	
First Coupon	12/01/2015	
Par Amount	38,700,000.00	
Premium	3,396,293.20	
Production	42,096,293.20	108.775951%
Underwriter's Discount	-154,800.00	-0.400000%
Purchase Price	41,941,493.20	108.375951%
Accrued Interest		
Net Proceeds	41,941,493.20	

## ESCROW REQUIREMENTS

City of Calabasas  
Series 2015 Refunding COPS  
Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
Capitalized interest; No Extension of Maturities.

Period Ending	Principal	Interest	Principal Redeemed	Total
12/01/2015	300,000.00	718,790.00		1,018,790.00
06/01/2016		712,790.00		712,790.00
12/01/2016	310,000.00	712,790.00	32,840,000.00	33,862,790.00
	610,000.00	2,144,370.00	32,840,000.00	35,594,370.00

## ESCROW DESCRIPTIONS

City of Calabasas  
 Series 2015 Refunding COPS  
 Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
 Capitalized interest; No Extension of Maturities.

Type of Security	Maturity Date	Par Amount	Rate	Yield	Price	Interest Class	Interest Frequency	Interest Day Basis
Jun 1, 2015:								
TBond	12/01/2015	928,000	0.050%	0.050%	100.000	Periodic	Semiannual	ACT/ACT
TBond	06/01/2016	622,000	0.320%	0.320%	100.000	Periodic	Semiannual	ACT/ACT
TBond	12/01/2016	33,773,000	0.530%	0.530%	100.000	Periodic	Semiannual	ACT/ACT
		35,323,000						

ESCROW COST

City of Calabasas  
 Series 2015 Refunding COPS  
 Alternative # 5

\$6 M in new money; Delayed Principal to 2018  
 Capitalized interest; No Extension of Maturities.

Type of Security	Maturity Date	Par Amount	Rate	Yield	Price	Cost	Total Cost
TBond	12/01/2015	928,000	0.050%	0.050%	100.000	928,000	928,000.00
TBond	06/01/2016	622,000	0.320%	0.320%	100.000	622,000	622,000.00
TBond	12/01/2016	33,773,000	0.530%	0.530%	100.000	33,773,000	33,773,000.00
		35,323,000				35,323,000	35,323,000.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
06/01/2015	35,323,000	652.25	35,323,652.25	0.523157%
	35,323,000	652.25	35,323,652.25	





# Check Register Report

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b><u>Administrative Services</u></b>					
90765	3/19/2015	LYSIK/GARY J//	REIMBURSE EDUC EXPS- WINTER 15	782.50	Administrative Services
90703	3/18/2015	CYBERCOPY	COPY/PRINTING SERVICE	367.88	Administrative Services
90620	3/11/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	156.00	Administrative Services
90764	3/19/2015	US BANK	VISA- STAPLES	112.26	Administrative Services
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	108.00	Administrative Services
90620	3/11/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	102.00	Administrative Services
90639	3/11/2015	CYBERCOPY	COPY/PRINTING SERVICE	28.13	Administrative Services
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	9.52	Administrative Services
<b>Total Amount for 8 Line Item(s) from Administrative Services</b>				<b>\$1,666.29</b>	
<b><u>Boards and Commissions</u></b>					
90764	3/19/2015	US BANK	VISA- CORNER BAKERY	110.00	Boards and Commissions
90764	3/19/2015	US BANK	VISA- RALPHS	3.99	Boards and Commissions
<b>Total Amount for 2 Line Item(s) from Boards and Commissions</b>				<b>\$113.99</b>	
<b><u>City Attorney</u></b>					
90781	3/25/2015	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	20,478.04	City Attorney
90802	3/25/2015	HOPKINS & CARLEY	LEGAL SERVICES	6,383.12	City Attorney
90781	3/25/2015	COLANTUONO, HIGHSMITH &	DRY CANYON LLC	325.00	City Attorney
<b>Total Amount for 3 Line Item(s) from City Attorney</b>				<b>\$27,186.16</b>	
<b><u>City Council</u></b>					
90833	3/25/2015	SCOTT ROEB	CATERING- REORG	4,080.96	City Council
90556	3/4/2015	CALABASAS CHAMBER OF COMMERCE	CHAMBER BOWLING TOUR	300.00	City Council
90848	3/25/2015	VIEWPOINT EDUCATIONAL	ANNUAL GALA	300.00	City Council
90764	3/19/2015	US BANK	VISA- LA PAZ RESTAURANT	258.00	City Council
90764	3/19/2015	US BANK	VISA- LOVI'S DELI	251.95	City Council
90680	3/11/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	191.73	City Council
90764	3/19/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
90764	3/19/2015	US BANK	VISA- ROSTI TUSCAN KITCHEN	167.03	City Council
90764	3/19/2015	US BANK	VISA- CORNER BAKERY	164.85	City Council
90726	3/18/2015	MARTIN/LUCY//	REIMB OFFICE SUPPLIES	104.40	City Council
90636	3/11/2015	CONEJO AWARDS	TILE PLAQUE	90.00	City Council





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90627	3/11/2015	CALABASAS CHAMBER OF COMMERCE	GOVERNMENT AFFAIRS MEETING	69.00	City Council
90764	3/19/2015	US BANK	VISA- GREEN PAPER PRODUCTS	57.24	City Council
90764	3/19/2015	US BANK	VISA- CELEBRATIONS.COM	10.00	City Council
<b>Total Amount for 14 Line Item(s) from City Council</b>				<b>\$6,229.16</b>	
<b>City Management</b>					
90764	3/19/2015	US BANK	VISA- NAT'L SOCIETY ENGINEERS	750.00	City Management
90764	3/19/2015	US BANK	VISA- LOVI'S DELI	68.03	City Management
90764	3/19/2015	US BANK	VISA- WOODRANCH BBQ	21.46	City Management
90764	3/19/2015	US BANK	VISA- AMAZON.COM	20.70	City Management
<b>Total Amount for 4 Line Item(s) from City Management</b>				<b>\$860.19</b>	
<b>Civic Center O&amp;M</b>					
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,793.03	Civic Center O&M
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,424.34	Civic Center O&M
90679	3/11/2015	VORTEX INDUSTRIES INC	DOOR REPAIRS - LIBRARY	2,599.79	Civic Center O&M
90738	3/18/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
90738	3/18/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
90815	3/25/2015	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	1,747.73	Civic Center O&M
90760	3/18/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	702.71	Civic Center O&M
90681	3/11/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	676.25	Civic Center O&M
90681	3/11/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	640.25	Civic Center O&M
90838	3/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	623.26	Civic Center O&M
90690	3/18/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	596.00	Civic Center O&M
90690	3/18/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	596.00	Civic Center O&M
90838	3/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	575.31	Civic Center O&M
90690	3/18/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	562.50	Civic Center O&M
90760	3/18/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	559.00	Civic Center O&M
90701	3/18/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	523.00	Civic Center O&M
90701	3/18/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	523.00	Civic Center O&M
90764	3/19/2015	US BANK	VISA- SKATE STOPPERS	518.76	Civic Center O&M
90641	3/11/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- FEB 2015	500.00	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	460.46	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	460.46	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	395.20	Civic Center O&M



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90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	395.19	Civic Center O&M
90690	3/18/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	362.50	Civic Center O&M
90690	3/18/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	362.50	Civic Center O&M
90764	3/19/2015	US BANK	VISA- SUNBELT RENTALS	322.89	Civic Center O&M
90764	3/19/2015	US BANK	VISA- SUNBELT RENTALS	322.89	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	305.55	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	305.54	Civic Center O&M
90641	3/11/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- FEB 2015	250.00	Civic Center O&M
90849	3/25/2015	VORTEX INDUSTRIES INC	DOOR REPAIRS - CIVIC CENTER	240.06	Civic Center O&M
90849	3/25/2015	VORTEX INDUSTRIES INC	DOOR REPAIRS - CIVIC CENTER	240.06	Civic Center O&M
90565	3/4/2015	CONEJO AWARDS	NO TRESPASSING SIGNS	238.65	Civic Center O&M
90565	3/4/2015	CONEJO AWARDS	NO TRESPASSING SIGNS	238.65	Civic Center O&M
90764	3/19/2015	US BANK	VISA- BALLAST DISCOUNT	212.68	Civic Center O&M
90834	3/25/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
90834	3/25/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	203.90	Civic Center O&M
90574	3/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	203.90	Civic Center O&M
90764	3/19/2015	US BANK	VISA- PARTS ELECT	200.56	Civic Center O&M
90563	3/4/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	190.50	Civic Center O&M
90563	3/4/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	190.50	Civic Center O&M
90583	3/4/2015	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE	187.50	Civic Center O&M
90583	3/4/2015	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE	187.50	Civic Center O&M
90812	3/25/2015	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - ADMIN SVCS	134.48	Civic Center O&M
90812	3/25/2015	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - ADMIN SVCS	134.47	Civic Center O&M
90764	3/19/2015	US BANK	VISA- LIGHTBULB SURPLUS	132.98	Civic Center O&M
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	127.91	Civic Center O&M
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	127.90	Civic Center O&M
90764	3/19/2015	US BANK	VISA- HOME DEPOT	118.85	Civic Center O&M
90764	3/19/2015	US BANK	VISA- HOME DEPOT	91.99	Civic Center O&M
90764	3/19/2015	US BANK	VISA- LOWES	75.44	Civic Center O&M
90617	3/4/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	63.40	Civic Center O&M
90764	3/19/2015	US BANK	VISA- SHARP TEK SUPPLY	58.79	Civic Center O&M
90764	3/19/2015	US BANK	VISA- CHICAGO FAUCET SHOPPE	51.96	Civic Center O&M
90764	3/19/2015	US BANK	VISA- CHICAGO FAUCET SHOPPE	51.95	Civic Center O&M
90764	3/19/2015	US BANK	VISA- LOWES	49.94	Civic Center O&M
90764	3/19/2015	US BANK	VISA- RESEDA POWER	49.00	Civic Center O&M
90764	3/19/2015	US BANK	VISA- RESEDA POWER	48.99	Civic Center O&M



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90764	3/19/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	22.88	Civic Center O&M
90764	3/19/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	22.88	Civic Center O&M
90764	3/19/2015	US BANK	VISA- HARBOR FREIGHTS	17.98	Civic Center O&M
90764	3/19/2015	US BANK	VISA- HARBOR FREIGHTS	17.98	Civic Center O&M
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	14.16	Civic Center O&M
90764	3/19/2015	US BANK	VISA- RALPHS	5.99	Civic Center O&M
90764	3/19/2015	US BANK	VISA- RALPHS	5.98	Civic Center O&M
<b>Total Amount for 66 Line Item(s) from Civic Center O&amp;M</b>				<b>\$33,409.63</b>	

## Community Development

90817	3/25/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	54,490.84	Community Development
90704	3/18/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	11,815.68	Community Development
90817	3/25/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	10,140.00	Community Development
90665	3/11/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	8,046.25	Community Development
90778	3/25/2015	CALABASAS CREST LTD	R.A.P.- APR 2015	5,712.00	Community Development
90704	3/18/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	5,355.00	Community Development
90790	3/25/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING SVCS	4,731.98	Community Development
90709	3/18/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
90709	3/18/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
90790	3/25/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING SVCS	2,215.00	Community Development
90764	3/19/2015	US BANK	VISA- APA	670.00	Community Development
90642	3/11/2015	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	570.00	Community Development
90569	3/4/2015	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	450.00	Community Development
90850	3/25/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	425.84	Community Development
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
90764	3/19/2015	US BANK	VISA- US GREEN BUILD COUNCIL	300.00	Community Development
90615	3/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	241.90	Community Development
90790	3/25/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING SVCS	225.00	Community Development
90841	3/25/2015	TAMURI/MAUREEN//	REIMB TRAVEL EXP- LAFCO SEM	218.63	Community Development
90784	3/25/2015	CROSBY/ GEORGE//	R.A.P.- APR 2015	194.00	Community Development
90794	3/25/2015	FLEYSHMAN/ALBERT//	R.A.P.- APR 2015	194.00	Community Development
90818	3/25/2015	MEDVETSKY/LINA//	R.A.P.- APR 2015	194.00	Community Development
90799	3/25/2015	HENDERSON/LYN//	R.A.P.- APR 2015	194.00	Community Development
90835	3/25/2015	SHAHIR/RAHIM//	R.A.P.- APR 2015	194.00	Community Development
90851	3/25/2015	YAZDINIAN/SUSAN//	R.A.P.- APR 2015	194.00	Community Development



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90819	3/25/2015	MILES/AUDREY//	R.A.P.- APR 2015	194.00	Community Development
90620	3/11/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
90546	3/4/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
90620	3/11/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
90685	3/18/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	120.00	Community Development
90685	3/18/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	84.00	Community Development
90567	3/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	64.58	Community Development
90567	3/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	64.26	Community Development
90546	3/4/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	60.00	Community Development
90577	3/4/2015	JOBS AVAILABLE INC.	ANNUAL SUBSCRIPTION	45.00	Community Development
90786	3/25/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
90786	3/25/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
90786	3/25/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
90786	3/25/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
90786	3/25/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
90639	3/11/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.15	Community Development
90639	3/11/2015	CYBERCOPY	COPY/PRINTING SERVICE	37.61	Community Development
90567	3/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	28.50	Community Development
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.39	Community Development
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	17.00	Community Development
<b>Total Amount for 47 Line Item(s) from Community Development</b>				<b>\$117,245.32</b>	

**Community Services**

90722	3/18/2015	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AC STELLE	25,000.00	Community Services
90568	3/4/2015	DODGERS TICKETS LLC	TICKETS- 6/8/15	15,018.00	Community Services
90766	3/25/2015	ACTIVE NETWORK	RECREATION SOFTWARE PROGRAM	8,000.00	Community Services
90621	3/11/2015	AGOURA HILLS,CALABASAS COM CTR	FACILITY RENTAL- YOUTH B-BALL	6,912.00	Community Services
90691	3/18/2015	ANDERSON TROPHY CO	B-BALL TROPHIES	5,584.16	Community Services
90600	3/4/2015	SHELLY TUCKER ENTERPRISES	CHOCOLATE TOUR- SENIOR PROGRAM	3,750.00	Community Services
90634	3/11/2015	COMMAND PERFORMANCE CATERING	CATERING- SAVVY SENIOR	3,295.21	Community Services
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
90842	3/25/2015	TAYLOR/CHAD//	ENTERTAINMENT- EGG HUNT	2,500.00	Community Services
90732	3/18/2015	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	2,151.20	Community Services
90791	3/25/2015	FAIR-PLAY	BASKETBALL CONTROL PANEL	1,813.50	Community Services
90820	3/25/2015	MODERN COLLECTORS	RECREATION INSTRUCTOR	1,783.60	Community Services



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90805	3/25/2015	JOLIN/JEAN//	RECREATION INSTRUCTOR	1,638.00	Community Services
90748	3/18/2015	SPORTS N MORE	RECREATION INSTRUCTOR	1,611.40	Community Services
90764	3/19/2015	US BANK	VISA- HOLLYWOOD BOWL	1,605.00	Community Services
90764	3/19/2015	US BANK	VISA- HOLLYWOOD BOWL	1,604.00	Community Services
90824	3/25/2015	NASSERY/HIFA//	RECREATION INSTRUCTOR	1,265.60	Community Services
90773	3/25/2015	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	1,210.99	Community Services
90747	3/18/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,192.78	Community Services
90640	3/11/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	1,144.00	Community Services
90770	3/25/2015	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	1,083.60	Community Services
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,065.02	Community Services
90742	3/18/2015	REUVEN/SASSY//	SAVVY SENIOR PROGRAM	1,000.00	Community Services
90764	3/19/2015	US BANK	VISA- VENDINI TICKETS	924.00	Community Services
90773	3/25/2015	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	910.70	Community Services
90789	3/25/2015	EDU-CHESS	RECREATION INSTRUCTOR	793.10	Community Services
90798	3/25/2015	GESAS/HELAINA W.//	RECREATION INSTRUCTOR	735.00	Community Services
90655	3/11/2015	LERMA/ANGEL//	RECREATION INSTRUCTOR	722.40	Community Services
90764	3/19/2015	US BANK	VISA- ROADRUNNER	720.00	Community Services
90695	3/18/2015	BARKAN/ARCHIE//	RECREATION INSTRUCTOR	715.40	Community Services
90764	3/19/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
90654	3/11/2015	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- EGG HUNT	631.00	Community Services
90764	3/19/2015	US BANK	VISA- LOVI'S DELI	618.45	Community Services
90573	3/4/2015	FRESHI FILMS LLC	RECREATION INSTRUCTOR	598.50	Community Services
90573	3/4/2015	FRESHI FILMS LLC	RECREATION INSTRUCTOR	598.50	Community Services
90764	3/19/2015	US BANK	VISA- SUPERIOR AWNING	505.50	Community Services
90656	3/11/2015	LEVIN/MICHAEL B.//	SAVVY SENIOR PROGRAM	500.00	Community Services
90684	3/18/2015	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	498.32	Community Services
90734	3/18/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
90669	3/11/2015	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	482.30	Community Services
90610	3/4/2015	VANDERVEEN/LARRY//	RECREATION INSTRUCTOR	434.00	Community Services
90834	3/25/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
90764	3/19/2015	US BANK	VISA- AMC PROMENADE	418.00	Community Services
90562	3/4/2015	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	375.00	Community Services
90689	3/18/2015	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	360.00	Community Services
90808	3/25/2015	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	351.00	Community Services
90764	3/19/2015	US BANK	VISA- VISTA PAINT	344.81	Community Services
90764	3/19/2015	US BANK	VISA- THE BAKER	328.40	Community Services
90745	3/18/2015	SAHIBZADA/FARHANA//	RECREATION INSTRUCTOR	323.40	Community Services



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90769	3/25/2015	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	320.00	Community Services
90733	3/18/2015	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
90712	3/18/2015	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	300.00	Community Services
90828	3/25/2015	PIXEL PIX DIGITAL PHOTOGRAPHY	PHOTO SERVICES- EGG HUNT	300.00	Community Services
90683	3/18/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - SPEAKER SRS	289.53	Community Services
90840	3/25/2015	SUMILANG/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	270.00	Community Services
90598	3/4/2015	SAHIBZADA/FARHANA//	RECREATION INSTRUCTOR	254.10	Community Services
90772	3/25/2015	AT&T	TELEPHONE SERVICE	249.87	Community Services
90731	3/18/2015	OSTER/BRITTANY//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
90728	3/18/2015	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
90774	3/25/2015	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
90832	3/25/2015	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
90750	3/18/2015	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
90687	3/18/2015	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
90768	3/25/2015	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
90764	3/19/2015	US BANK	VISA- POLICE MUSEUM	232.00	Community Services
90809	3/25/2015	KORNFIELD, MD/JEROME//	RECREATION INSTRUCTOR	227.50	Community Services
90764	3/19/2015	US BANK	VISA- DOLLAR TREE	226.94	Community Services
90764	3/19/2015	US BANK	VISA- SMART & FINAL	220.80	Community Services
90749	3/18/2015	TAKSEN/HOWARD//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
90744	3/18/2015	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
90719	3/18/2015	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
90837	3/25/2015	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	210.00	Community Services
90843	3/25/2015	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
90844	3/25/2015	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
90764	3/19/2015	US BANK	VISA- FEDEX OFFICE	199.20	Community Services
90764	3/19/2015	US BANK	VISA- CORNER BAKERY	195.17	Community Services
90723	3/18/2015	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
90710	3/18/2015	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
90764	3/19/2015	US BANK	VISA- DIY	177.91	Community Services
90724	3/18/2015	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
90816	3/25/2015	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
90827	3/25/2015	OSTER/BRITTANY//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
90696	3/18/2015	BIEBER/MAX//	BASKETBALL/OFFICIAL/SCORER	160.00	Community Services
90649	3/11/2015	JARRETT/RICK//	SAVVY SENIOR PROGRAM	150.00	Community Services
90602	3/4/2015	SO CA MUNI ATHLETIC FEDERATION	2015 MEMBERSHIP DUES	140.00	Community Services
90838	3/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	138.79	Community Services



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90804	3/25/2015	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2015 MONITORING- DEANZ	135.00	Community Services
90764	3/19/2015	US BANK	VISA- ORIENTAL TRADING CO	133.41	Community Services
90850	3/25/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	129.85	Community Services
90764	3/19/2015	US BANK	VISA- BEST BUY	126.61	Community Services
90697	3/18/2015	BILCHIK/JONATHON//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
90715	3/18/2015	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
90561	3/4/2015	CINTAS FIRST AID & SAFETY	ANNUAL SERVICE- CREEKSIDE	115.50	Community Services
90764	3/19/2015	US BANK	VISA- 7 ELEVEN	113.23	Community Services
90668	3/11/2015	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	112.00	Community Services
90711	3/18/2015	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
90796	3/25/2015	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
90549	3/4/2015	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	106.40	Community Services
90753	3/18/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
90631	3/11/2015	CAYNE/STACIE//	RECREATION INSTRUCTOR	91.00	Community Services
90764	3/19/2015	US BANK	VISA- OFFICE DEPOT	90.44	Community Services
90751	3/18/2015	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
90797	3/25/2015	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
90775	3/25/2015	BILCHIK/JONATHON//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
90607	3/4/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
90663	3/11/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
90663	3/11/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
90714	3/18/2015	GRAHAM/ANDREW E.//	RECREATION INSTRUCTOR	81.90	Community Services
90801	3/25/2015	HOLDEN/CHRISTIAN//	BASKETBALL/OFFICIAL/SCORER	81.00	Community Services
90821	3/25/2015	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	81.00	Community Services
90764	3/19/2015	US BANK	VISA- WRISTCO	78.45	Community Services
90714	3/18/2015	GRAHAM/ANDREW E.//	RECREATION INSTRUCTOR	72.80	Community Services
90814	3/25/2015	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	72.00	Community Services
90646	3/11/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	69.18	Community Services
90772	3/25/2015	AT&T	TELEPHONE SERVICE	68.87	Community Services
90764	3/19/2015	US BANK	VISA- FRY'S ELECTRONICS	65.39	Community Services
90764	3/19/2015	US BANK	VISA- CANOGA ELECTRIC SUPPLY	65.29	Community Services
90707	3/18/2015	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	64.00	Community Services
90764	3/19/2015	US BANK	VISA- SHELL OIL	60.01	Community Services
90793	3/25/2015	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	60.00	Community Services
90803	3/25/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	59.84	Community Services
90753	3/18/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
90698	3/18/2015	BROWN/RITA KEELEY//	RECREATION INSTRUCTOR	54.60	Community Services





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90737	3/18/2015	PORTARO/SAL//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
90740	3/18/2015	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
90717	3/18/2015	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
90764	3/19/2015	US BANK	VISA- WESTERN BAGEL	50.00	Community Services
90764	3/19/2015	US BANK	VISA- AGOURA LOCK TECH	47.81	Community Services
90772	3/25/2015	AT&T	TELEPHONE SERVICE	41.81	Community Services
90764	3/19/2015	US BANK	VISA- CONSTANT CONTACT	40.00	Community Services
90605	3/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
90804	3/25/2015	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2015 MONITORING- CRKSD	22.50	Community Services
90764	3/19/2015	US BANK	VISA- TRADER JOES	21.75	Community Services
90764	3/19/2015	US BANK	VISA- COAST RV CENTER	18.43	Community Services
90764	3/19/2015	US BANK	VISA- RALPHS	7.49	Community Services
90764	3/19/2015	US BANK	VISA- FEDEX OFFICE	5.44	Community Services
90764	3/19/2015	US BANK	VISA- RALPHS	5.39	Community Services
90764	3/19/2015	US BANK	VISA- ACADEMY FOUNDATION	-27.00	Community Services

**Total Amount for 138 Line Item(s) from Community Services**

**\$119,691.85**

**Finance**

90822	3/25/2015	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,263.61	Finance
90547	3/4/2015	ADP, INC	PAYROLL PROCESSING	3,102.07	Finance
90547	3/4/2015	ADP, INC	PAYROLL PROCESSING	1,986.55	Finance
90767	3/25/2015	ADP, INC	PAYROLL PROCESSING	902.64	Finance
90822	3/25/2015	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEMS	500.00	Finance
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	47.94	Finance
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	6.72	Finance

**Total Amount for 7 Line Item(s) from Finance**

**\$10,809.53**

**Klubhouse Preschool**

90764	3/19/2015	US BANK	VISA- COSTCO	1,534.22	Klubhouse Preschool
90734	3/18/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- DOTERRA	1,081.95	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- COASTAL MEDIA GROUP	700.00	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- ARCTIC GLACIER	600.00	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- SMART & FINAL	358.19	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- HOME DEPOT	352.08	Klubhouse Preschool



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90561	3/4/2015	CINTAS FIRST AID & SAFETY	ANNUAL SERVICE- CREEKSIDE	269.50	Klubhouse Preschool
90743	3/18/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	224.28	Klubhouse Preschool
90831	3/25/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	224.28	Klubhouse Preschool
90646	3/11/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	161.43	Klubhouse Preschool
90772	3/25/2015	AT&T	TELEPHONE SERVICE	160.71	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- CORNER BAKERY	150.00	Klubhouse Preschool
90803	3/25/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	139.63	Klubhouse Preschool
90552	3/4/2015	ARROWHEAD	WATER SERVICE	124.92	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- PARTY ON RENTALS	116.10	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- TARGET	116.09	Klubhouse Preschool
90680	3/11/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	106.49	Klubhouse Preschool
90595	3/4/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	71.40	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- LAKESHORE LEARNING	54.39	Klubhouse Preschool
90605	3/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
90804	3/25/2015	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2015 MONITORING- CRKSD	52.50	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- RHYME UNIVERSITY	44.90	Klubhouse Preschool
90552	3/4/2015	ARROWHEAD	WATER SERVICE	39.78	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- VONS	36.65	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- FENCE FACTORY	32.33	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- JOANN FABRIC	32.23	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- VONS	20.97	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- JAY JAY LOCK SECURITY	16.54	Klubhouse Preschool
90764	3/19/2015	US BANK	VISA- VONS	9.77	Klubhouse Preschool
<b>Total Amount for 30 Line Item(s) from Klubhouse Preschool</b>				<b>\$8,017.83</b>	

## Library

90713	3/18/2015	GALE CENGAGE LEARNING	E-BOOKS	1,489.57	Library
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	772.56	Library
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	619.39	Library
90741	3/18/2015	RECORDED BOOKS, LLC	E-BOOKS	616.91	Library
90764	3/19/2015	US BANK	VISA- ILLINOIS LIBRARY	418.60	Library
90628	3/11/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	338.31	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	330.14	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	322.97	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	286.76	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	254.95	Library



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90764	3/19/2015	US BANK	VISA- COSTCO	251.30	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	249.57	Library
90764	3/19/2015	US BANK	VISA- ALA	185.00	Library
90692	3/18/2015	AT&T	TELEPHONE SERVICE	156.08	Library
90764	3/19/2015	US BANK	VISA- SMART & FINAL	152.23	Library
90758	3/18/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	151.47	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	150.83	Library
90741	3/18/2015	RECORDED BOOKS, LLC	BOOKS ON CD	140.88	Library
90764	3/19/2015	US BANK	VISA- RESEARCH TECHNOLOGY	134.21	Library
90727	3/18/2015	MIDWEST TAPE	DVD'S-LIBRARY	122.70	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	114.01	Library
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	84.82	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	81.15	Library
90706	3/18/2015	DEMCO, INC.	LIBRARY SUPPLIES	65.26	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	62.61	Library
90741	3/18/2015	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
90764	3/19/2015	US BANK	VISA- USPS	55.74	Library
90758	3/18/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	53.29	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	48.72	Library
90741	3/18/2015	RECORDED BOOKS, LLC	E-BOOKS	48.02	Library
90741	3/18/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	44.60	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	42.61	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.00	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	41.30	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	37.45	Library
90764	3/19/2015	US BANK	VISA- SMART & FINAL	33.94	Library
90764	3/19/2015	US BANK	VISA- MICHAELS	32.21	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	30.51	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.70	Library
90716	3/18/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.26	Library
90727	3/18/2015	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
90741	3/18/2015	RECORDED BOOKS, LLC	E-BOOKS	23.99	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	22.68	Library
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.00	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	16.01	Library
90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.37	Library



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90694	3/18/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.23	Library
90741	3/18/2015	RECORDED BOOKS, LLC	BOOKS ON CD	15.16	Library
90741	3/18/2015	RECORDED BOOKS, LLC	E-BOOKS	13.99	Library
<b>Total Amount for 50 Line Item(s) from Library</b>				<b>\$8,388.64</b>	

## LMD #22

90677	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	49,780.55	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,876.86	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
90608	3/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
90845	3/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,593.22	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,569.41	LMD #22
90693	3/18/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,405.86	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,397.70	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
90626	3/11/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,570.00	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,379.08	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,732.76	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,625.49	LMD #22



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90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,619.55	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,540.64	LMD #22
90554	3/4/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,375.36	LMD #22
90845	3/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,356.00	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,071.00	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,060.28	LMD #22
90626	3/11/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,050.00	LMD #22
90626	3/11/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,050.00	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	813.74	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	674.75	LMD #22
90626	3/11/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	630.00	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	537.95	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	477.95	LMD #22
90608	3/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
90845	3/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	388.91	LMD #22
90554	3/4/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	382.39	LMD #22
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	321.60	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	306.74	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	303.72	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	254.82	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	254.75	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	206.14	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	181.24	LMD #22
90554	3/4/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	175.00	LMD #22
90747	3/18/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	138.34	LMD #22
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	121.52	LMD #22
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	110.66	LMD #22
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	95.98	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	94.87	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	78.56	LMD #22



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90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	77.00	LMD #22
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	57.05	LMD #22
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	51.00	LMD #22
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	50.50	LMD #22
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	12.70	LMD #22
<b>Total Amount for 72 Line Item(s) from LMD #22</b>				<b>\$244,398.58</b>	
<b><u>LMD #24</u></b>					
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	6,524.00	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	5,000.00	LMD #24
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,804.57	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,804.57	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,890.00	LMD #24
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,209.66	LMD #24
90675	3/11/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,200.00	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,035.00	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	834.00	LMD #24
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	619.00	LMD #24
90675	3/11/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	520.00	LMD #24
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #24
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #24
90589	3/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	195.00	LMD #24
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	135.32	LMD #24
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	8.68	LMD #24
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	7.90	LMD #24
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	0.91	LMD #24
<b>Total Amount for 18 Line Item(s) from LMD #24</b>				<b>\$30,388.61</b>	
<b><u>LMD #27</u></b>					
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.90	LMD #27
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.90	LMD #27
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.63	LMD #27
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	2.17	LMD #27
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	1.98	LMD #27
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	0.23	LMD #27



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<b>Total Amount for 6 Line Item(s) from LMD #27</b>				<b>\$2,233.81</b>	
<b><u>LMD #32</u></b>					
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,820.16	LMD #32
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,820.16	LMD #32
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.09	LMD #32
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	2.17	LMD #32
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	1.98	LMD #32
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	0.23	LMD #32
<b>Total Amount for 6 Line Item(s) from LMD #32</b>				<b>\$3,698.79</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
90584	3/4/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
90584	3/4/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	3,842.72	LMD 22 - Common Benefit Area
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,241.86	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,017.20	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,863.66	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	987.95	LMD 22 - Common Benefit Area
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	963.20	LMD 22 - Common Benefit Area
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	959.64	LMD 22 - Common Benefit Area
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	858.35	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	803.85	LMD 22 - Common Benefit Area
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	760.90	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area
90756	3/18/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area



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90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	576.34	LMD 22 - Common Benefit Area
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	531.89	LMD 22 - Common Benefit Area
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	456.00	LMD 22 - Common Benefit Area
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	450.05	LMD 22 - Common Benefit Area
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	385.92	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	264.72	LMD 22 - Common Benefit Area
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	246.34	LMD 22 - Common Benefit Area
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	233.36	LMD 22 - Common Benefit Area
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	82.46	LMD 22 - Common Benefit Area
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	75.09	LMD 22 - Common Benefit Area
90757	3/18/2015	VERIZON WIRELESS	TELEPHONE SERVICE	39.02	LMD 22 - Common Benefit Area
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	8.62	LMD 22 - Common Benefit Area
<b>Total Amount for 35 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$78,178.42</b>	

## Media Operations

90764	3/19/2015	US BANK	VISA- MISAC	3,098.00	Media Operations
90764	3/19/2015	US BANK	VISA- B&H PHOTO	2,992.00	Media Operations
90730	3/18/2015	NOTIONIST	CITY NEWSLETTER- SPRING 2015	2,000.00	Media Operations
90729	3/18/2015	NICKERSON/LAURA//	CTV HOST SERVICES	1,875.00	Media Operations
90670	3/11/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,465.00	Media Operations
90757	3/18/2015	VERIZON WIRELESS	TELEPHONE SERVICE	1,263.02	Media Operations
90625	3/11/2015	AT&T	TELEPHONE SERVICE	1,074.56	Media Operations
90586	3/4/2015	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	567.00	Media Operations
90587	3/4/2015	NATO A	ANNUAL MEMBERSHIP DUES 2015	520.00	Media Operations
90735	3/18/2015	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
90578	3/4/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
90658	3/11/2015	MEGAPATH CORPORATION	DSL SERVICE	457.01	Media Operations
90752	3/18/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
90764	3/19/2015	US BANK	VISA- LOGMEIN.COM	249.00	Media Operations
90764	3/19/2015	US BANK	VISA- FRESH BROTHERS	213.91	Media Operations
90752	3/18/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	198.63	Media Operations
90853	3/25/2015	YIN/TONY//	REIMB TRAVEL EXP-MISAC 2015	196.00	Media Operations
90853	3/25/2015	YIN/TONY//	REIMB TRAVEL EXP-MISAC 2015	124.20	Media Operations
90754	3/18/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	91.32	Media Operations
90764	3/19/2015	US BANK	VISA- AMAZON.COM	80.34	Media Operations
90758	3/18/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.28	Media Operations





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90764	3/19/2015	US BANK	VISA- CORNER BAKERY	66.26	Media Operations
90685	3/18/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90685	3/18/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90685	3/18/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90685	3/18/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	59.55	Media Operations
90764	3/19/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
90553	3/4/2015	AT&T MOBILITY	TELEPHONE SERVICE	46.27	Media Operations
90764	3/19/2015	US BANK	VISA- ADOBE SYSTEMS	29.99	Media Operations
90764	3/19/2015	US BANK	VISA- AOL SERVICE	20.99	Media Operations
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	10.75	Media Operations
<b>Total Amount for 32 Line Item(s) from Media Operations</b>				<b>\$18,425.46</b>	

## Non-Departmental

90647	3/11/2015	IRON MOUNTAIN	STORAGE SERVICES	5,056.97	Non-Departmental
90623	3/11/2015	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2015	5,000.00	Non-Departmental
90606	3/4/2015	U.S. BANK TRUST NATIONAL	2005 COP ADMIN FEES	3,135.00	Non-Departmental
90834	3/25/2015	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
90606	3/4/2015	U.S. BANK TRUST NATIONAL	2006 COP ADMIN FEES	2,350.00	Non-Departmental
90764	3/19/2015	US BANK	VISA- STORAGE ETC	1,925.00	Non-Departmental
90736	3/18/2015	PMC	HOUSING REHAB SERVICES	1,638.75	Non-Departmental
90588	3/4/2015	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	737.57	Non-Departmental
90588	3/4/2015	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	694.69	Non-Departmental
90559	3/4/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
90764	3/19/2015	US BANK	VISA- COFFEE WHOLESALE USA	445.30	Non-Departmental
90629	3/11/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	396.32	Non-Departmental
90764	3/19/2015	US BANK	VISA- COSTCO	376.41	Non-Departmental
90552	3/4/2015	ARROWHEAD	WATER SERVICE	362.54	Non-Departmental
90764	3/19/2015	US BANK	VISA- COSTCO	196.37	Non-Departmental
90764	3/19/2015	US BANK	VISA- RALPHS	76.31	Non-Departmental
90764	3/19/2015	US BANK	VISA- AMAZON.COM	69.25	Non-Departmental
90558	3/4/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	46.71	Non-Departmental
90792	3/25/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	32.79	Non-Departmental
90570	3/4/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	15.37	Non-Departmental
90764	3/19/2015	US BANK	VISA- PAVILIONS	9.66	Non-Departmental



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<b>Total Amount for 21 Line Item(s) from Non-Departmental</b>				<b>\$25,858.20</b>	
<b><u>Payroll</u></b>					
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	9,096.08	Payroll
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	6,519.19	Payroll
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	910.25	Payroll
<b>Total Amount for 3 Line Item(s) from Payroll</b>				<b>\$16,525.52</b>	
<b><u>Police / Fire / Safety</u></b>					
90720	3/18/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2015	338,486.48	Police / Fire / Safety
90720	3/18/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FEB 2015	14,652.03	Police / Fire / Safety
90810	3/25/2015	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- FEB 2015	6,652.50	Police / Fire / Safety
90720	3/18/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,511.17	Police / Fire / Safety
90653	3/11/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	3,400.78	Police / Fire / Safety
90653	3/11/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,534.35	Police / Fire / Safety
90579	3/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- CLASSIC RUN	2,214.15	Police / Fire / Safety
90653	3/11/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	927.49	Police / Fire / Safety
90579	3/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	142.28	Police / Fire / Safety
<b>Total Amount for 9 Line Item(s) from Police / Fire / Safety</b>				<b>\$373,521.23</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
90764	3/19/2015	US BANK	VISA- EB CESA	225.00	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- MACKAY COMMUNICATION	215.22	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- ANTENNA FARM	79.45	Public Safety & Emergency Preparedness
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	47.83	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- AMAZON.COM	28.00	Public Safety & Emergency Preparedness
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	24.00	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- RADIO SHACK	18.50	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- STAPLES	12.52	Public Safety & Emergency Preparedness
90764	3/19/2015	US BANK	VISA- DAVES HOBBY	9.73	Public Safety & Emergency Preparedness
<b>Total Amount for 9 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$660.25</b>	



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<b>Public Works</b>					
90650	3/11/2015	JT GENERAL CONSTRUCTION	CONSULTING SVCS- ROUNDABOUT	17,600.00	Public Works
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
90829	3/25/2015	RBF CONSULTING	WATERSHED CONSULTING	13,524.61	Public Works
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
90846	3/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
90633	3/11/2015	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,727.78	Public Works
90589	3/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	5,070.00	Public Works
90825	3/25/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	4,750.00	Public Works
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,500.00	Public Works
90725	3/18/2015	M6 CONSULTING, INC.	ENGINEER CONSULTING	3,960.00	Public Works
90666	3/11/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	3,944.74	Public Works
90666	3/11/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	3,475.20	Public Works
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,452.07	Public Works
90666	3/11/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	2,662.80	Public Works
90725	3/18/2015	M6 CONSULTING, INC.	ENGINEER CONSULTING	2,640.00	Public Works
90618	3/4/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,475.00	Public Works
90608	3/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
90807	3/25/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	2,319.00	Public Works
90652	3/11/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	2,197.60	Public Works
90648	3/11/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	2,100.00	Public Works
90594	3/4/2015	PRECISION CONCRETE CUTTING	STREET REPAIRS	1,807.25	Public Works
90762	3/18/2015	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,731.25	Public Works
90609	3/4/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,500.00	Public Works
90611	3/4/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
90755	3/18/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,301.15	Public Works
90637	3/11/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,156.64	Public Works
90599	3/4/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	1,120.00	Public Works
90660	3/11/2015	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
90746	3/18/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	1,120.00	Public Works
90826	3/25/2015	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
90589	3/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	775.00	Public Works
90761	3/18/2015	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	714.66	Public Works
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	658.00	Public Works
90659	3/11/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	650.00	Public Works



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90762	3/18/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	612.50	Public Works
90764	3/19/2015	US BANK	VISA- HOME DEPOT	609.52	Public Works
90739	3/18/2015	RAINBOW SIGNS INC	EARTH DAY SIGNS	600.00	Public Works
90589	3/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	525.00	Public Works
90813	3/25/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	477.68	Public Works
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
90638	3/11/2015	COUNTY SANITATION DISTRICT	REFUSE FEES- FEB 2015	397.72	Public Works
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	391.85	Public Works
90813	3/25/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	358.92	Public Works
90594	3/4/2015	PRECISION CONCRETE CUTTING	STREET REPAIRS	349.31	Public Works
90675	3/11/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	336.00	Public Works
90589	3/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	250.00	Public Works
90779	3/25/2015	CALIFORNIA CIVIL ENGINEERING	CURB PLACARD INSTALLATION	248.30	Public Works
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	207.64	Public Works
90580	3/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	152.76	Public Works
90705	3/18/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
90705	3/18/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
90705	3/18/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
90680	3/11/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	67.53	Public Works
90674	3/11/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	66.00	Public Works
90705	3/18/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	66.00	Public Works
90747	3/18/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.80	Public Works
90757	3/18/2015	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
90551	3/4/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	36.12	Public Works
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	35.01	Public Works
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	33.60	Public Works
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	32.69	Public Works
90771	3/25/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	32.12	Public Works
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	25.00	Public Works
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	21.79	Public Works
<b>Total Amount for 66 Line Item(s) from Public Works</b>				<b>\$154,145.85</b>	

**Recoverable / Refund / Liability**

90590	3/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	769.24	Recoverable / Refund / Liability
90597	3/4/2015	SAAVEDRA/ARMANDO//	PAYROLL DEDUCTION REVERSAL	299.23	Recoverable / Refund / Liability
90795	3/25/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 3/20/15	196.76	Recoverable / Refund / Liability



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90571	3/4/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/20/15	187.61	Recoverable / Refund / Liability
90572	3/4/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/20/15	184.62	Recoverable / Refund / Liability
90643	3/11/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 3/6/15	184.62	Recoverable / Refund / Liability
90795	3/25/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 3/20/15	184.62	Recoverable / Refund / Liability
90644	3/11/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 3/6/15	178.46	Recoverable / Refund / Liability
90590	3/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	128.50	Recoverable / Refund / Liability
90591	3/4/2015	PETERSON/ARTHUR//	REFUND FACILITY RENTAL	83.50	Recoverable / Refund / Liability
90718	3/18/2015	KHETAN/REEMA//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
90591	3/4/2015	PETERSON/ARTHUR//	REFUND FACILITY RENTAL	52.50	Recoverable / Refund / Liability
90596	3/4/2015	ROSE/MARY ANN//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
90575	3/4/2015	GEIER/SHARON//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
90667	3/11/2015	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
90604	3/4/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 2/20/15	46.15	Recoverable / Refund / Liability
90671	3/11/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 3/6/15	46.15	Recoverable / Refund / Liability
90839	3/25/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 3/20/15	46.15	Recoverable / Refund / Liability
90777	3/25/2015	BROTH/MERRIL//	RECREATION REFUND	46.00	Recoverable / Refund / Liability
90667	3/11/2015	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
90585	3/4/2015	MESSURI/STEVEN//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
90661	3/11/2015	OVERTON/SHARON//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
90699	3/18/2015	CABLE/NANCY//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
90718	3/18/2015	KHETAN/REEMA//	FACILITY RENTAL REFUND	30.00	Recoverable / Refund / Liability
90800	3/25/2015	HMH CONSTRUCTION	PARTIAL REFUND SCANNING FEE	22.39	Recoverable / Refund / Liability
90555	3/4/2015	BRAERMAN/ILENE//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
90667	3/11/2015	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	2.00	Recoverable / Refund / Liability
90632	3/11/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-1,823.00	Recoverable / Refund / Liability

**Total Amount for 28 Line Item(s) from Recoverable / Refund / Liability** **\$1,278.00**

## Senior Center Construction

90632	3/11/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	36,452.00	Senior Center Construction
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**Total Amount for 1 Line Item(s) from Senior Center Construction** **\$36,452.00**

## Tennis & Swim Center

90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,638.26	Tennis & Swim Center
90645	3/11/2015	HORIZON MECHANICAL CONTRACTORS	POOL REPAIRS	3,210.09	Tennis & Swim Center
90838	3/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2,738.69	Tennis & Swim Center



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90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,719.57	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- OFFICE DEPOT	1,697.67	Tennis & Swim Center
90673	3/11/2015	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,243.20	Tennis & Swim Center
90700	3/18/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,081.93	Tennis & Swim Center
90676	3/11/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	935.00	Tennis & Swim Center
90576	3/4/2015	HORIZON MECHANICAL CONTRACTORS	POOL REPAIRS	854.00	Tennis & Swim Center
90702	3/18/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- VAN NUYS PLYWOOD	800.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- NATIONAL GYM SUPPLY	780.07	Tennis & Swim Center
90562	3/4/2015	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	780.00	Tennis & Swim Center
90564	3/4/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	770.52	Tennis & Swim Center
90830	3/25/2015	ROCKLIN/LORI E.//	RECREATION INSTRUCTOR	639.10	Tennis & Swim Center
90700	3/18/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	637.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SWIMOUTLET.COM	613.33	Tennis & Swim Center
90622	3/11/2015	AIRGAS- WEST	TC HELIUM	545.47	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- LOWES	520.58	Tennis & Swim Center
90614	3/4/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	495.00	Tennis & Swim Center
90557	3/4/2015	CALABASAS PRINTING	POOL REPAIRS	457.80	Tennis & Swim Center
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	447.88	Tennis & Swim Center
90672	3/11/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	421.78	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	409.97	Tennis & Swim Center
90678	3/11/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	395.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- DIY	393.49	Tennis & Swim Center
90593	3/4/2015	PQL	LIGHT BULBS-T&SC PARKING	364.64	Tennis & Swim Center
90708	3/18/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	350.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- LOWES	326.74	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- HOME DEPOT	307.71	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- OFFICE DEPOT	306.61	Tennis & Swim Center
90592	3/4/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	301.05	Tennis & Swim Center
90635	3/11/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	292.01	Tennis & Swim Center
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	291.85	Tennis & Swim Center
90782	3/25/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	279.19	Tennis & Swim Center
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	276.80	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SEARS	264.86	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- HOME DEPOT	252.55	Tennis & Swim Center
90759	3/18/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	249.37	Tennis & Swim Center
90605	3/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center



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90560	3/4/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
90682	3/11/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
90852	3/25/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
90616	3/4/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	218.20	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- ADOLPH KIEFER	216.00	Tennis & Swim Center
90752	3/18/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	196.48	Tennis & Swim Center
90630	3/11/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	183.80	Tennis & Swim Center
90780	3/25/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	183.80	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- TRIKES WALL COVERING	180.14	Tennis & Swim Center
90776	3/25/2015	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM REPAIRS	174.36	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- ORIENTAL TRADING CO	171.38	Tennis & Swim Center
90763	3/18/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	168.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- GYM SOURCE	156.75	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- RALPHS	143.63	Tennis & Swim Center
90664	3/11/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 15	140.96	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- HAYNEEDLE INC	136.21	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SMART & FINAL	125.56	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- WINDY CITY NOVELTY	124.76	Tennis & Swim Center
90582	3/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 15	121.06	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- CONSTANT CONTACT	105.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- USPS	100.10	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- FEDEX OFFICE	97.71	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SUBWAY	84.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- RITE AID	82.80	Tennis & Swim Center
90804	3/25/2015	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2015 MONITORING- T&SC	75.00	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SPORT CHALET	66.39	Tennis & Swim Center
90592	3/4/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	55.81	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- SEARS	51.89	Tennis & Swim Center
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	34.02	Tennis & Swim Center
90651	3/11/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - FEB 15	33.82	Tennis & Swim Center
90686	3/18/2015	AIRGAS- WEST	TC HELIUM	30.97	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- VISTA PAINT	28.07	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- RITE AID	24.00	Tennis & Swim Center
90686	3/18/2015	AIRGAS- WEST	TC HELIUM	22.85	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- STAPLES	18.26	Tennis & Swim Center
90785	3/25/2015	CSAC-EXCESS INSURANCE	EAP/APR-JUNE 2015	14.18	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- PEPBOYS	14.16	Tennis & Swim Center



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90764	3/19/2015	US BANK	VISA- FEDEX OFFICE	10.86	Tennis & Swim Center
90764	3/19/2015	US BANK	VISA- UCSB	8.00	Tennis & Swim Center
<b>Total Amount for 79 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$35,398.09</b>	

## Transportation

90650	3/11/2015	JT GENERAL CONSTRUCTION	CONSULTING SVCS- PARK & RIDE	30,473.50	Transportation
90806	3/25/2015	JT GENERAL CONSTRUCTION	CONSULTING SVCS- PARK & RIDE	26,410.50	Transportation
90823	3/25/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 15	22,570.04	Transportation
90836	3/25/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	14,789.34	Transportation
90823	3/25/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 15	12,362.67	Transportation
90788	3/25/2015	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	11,500.00	Transportation
90619	3/11/2015	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE FEB 2015	6,055.50	Transportation
90688	3/18/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,346.18	Transportation
90548	3/4/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,337.50	Transportation
90747	3/18/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,564.30	Transportation
90657	3/11/2015	MALIBU CANYON SHELL	FUEL CHARGES- FEB 2015 (2/2)	3,279.71	Transportation
90787	3/25/2015	DEAN/JAMES//	LANDSCAPE DESIGNS	3,054.41	Transportation
90550	3/4/2015	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- MAR 2015	2,964.78	Transportation
90823	3/25/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 15	2,879.13	Transportation
90601	3/4/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	2,805.83	Transportation
90603	3/4/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,151.81	Transportation
90601	3/4/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
90581	3/4/2015	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
90807	3/25/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	913.00	Transportation
90807	3/25/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	747.00	Transportation
90613	3/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- MUL HWY	658.08	Transportation
90847	3/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- MUL HWY	658.08	Transportation
90652	3/11/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	640.00	Transportation
90764	3/19/2015	US BANK	VISA- AMAZON.COM	435.98	Transportation
90764	3/19/2015	US BANK	VISA- VALLEY DISCOUNT TIRES	432.60	Transportation
90764	3/19/2015	US BANK	VISA- SUMMIT RACING	309.97	Transportation
90823	3/25/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 15	293.65	Transportation
90764	3/19/2015	US BANK	VISA- GRAINGER	272.87	Transportation
90764	3/19/2015	US BANK	VISA- RABI INC	216.63	Transportation
90721	3/18/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	203.96	Transportation
90615	3/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	150.45	Transportation





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90811	3/25/2015	LA DWP	METER SERVICE - TRAFFIC LIGHT	137.44	Transportation
90764	3/19/2015	US BANK	VISA- SHELL OIL	135.31	Transportation
90680	3/11/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	128.08	Transportation
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	98.69	Transportation
90764	3/19/2015	US BANK	VISA- RIO CITY CAFE	90.67	Transportation
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	83.00	Transportation
90807	3/25/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	83.00	Transportation
90764	3/19/2015	US BANK	VISA- SHELL OIL	65.93	Transportation
90764	3/19/2015	US BANK	VISA- CHEVRON	59.99	Transportation
90551	3/4/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	55.42	Transportation
90624	3/11/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	55.42	Transportation
90764	3/19/2015	US BANK	VISA- SHELL OIL	50.88	Transportation
90764	3/19/2015	US BANK	VISA- CHEVRON	45.88	Transportation
90566	3/4/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	37.67	Transportation
90764	3/19/2015	US BANK	VISA- UNION 76	35.66	Transportation
90783	3/25/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	33.75	Transportation
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	31.92	Transportation
90764	3/19/2015	US BANK	VISA- RABI INC	31.83	Transportation
90764	3/19/2015	US BANK	VISA- VISTA PRINT	30.50	Transportation
90764	3/19/2015	US BANK	VISA- UNION 76	30.00	Transportation
90764	3/19/2015	US BANK	VISA- EXXON MOBIL	28.79	Transportation
90764	3/19/2015	US BANK	VISA- UNION 76	23.99	Transportation
90764	3/19/2015	US BANK	VISA- UNION 76	22.67	Transportation
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.00	Transportation
90764	3/19/2015	US BANK	VISA- UNION 76	17.11	Transportation
90662	3/11/2015	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	14.00	Transportation
90764	3/19/2015	US BANK	VISA- SHELL OIL	8.00	Transportation
<b>Total Amount for 58 Line Item(s) from Transportation</b>				<b>\$163,823.07</b>	
<b>GRAND TOTAL for 812 Line Items</b>				<b>\$1,518,604.47</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

**22-Apr**

CC	Presentation	LVMWD impacts on drought
PW	Consent	LMD and LLAD assessments
CD	Consent	22969 Humingbird Street Vacation
PW	Consent	HERO Program
CS	Consent	Recommendation from the Parks, Recreation and Education Commission to award contract to Malibu Pacific Tennis Courts, Inc. in the amount of \$88,000 for the installation of a USTA 8 and under tennis court at the Calabasas Tennis & Swim Center.

**Future Items**

CD	Public Hearing	Potential appeal for 3121 Old Topanga
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Business signage
CD	New Business	Car zoning
CD	New Business	Craftman's Corner pre-zoning
CD	New Business	Solar energy ordinance
CC	Consent	Election Resolutions/Consolidation with School District
CD	New Business	Business registration program
CC	New Business	Commissioner interviews for appointments expiring in November 2015
CC	New Business	Effectiveness of Commissions
CC	Consent	Support letter regarding base closures in Los Angeles

**2015 CITY COUNCIL MEETING DATES**

29-Apr - Special Council Workshop	23-Sep - Canceled - Yom Kippur
13-May - Canceled - CCCA Annual Conference	14-Oct
27-May	28-Oct
10-Jun	3-Nov - Municipal Election
24-Jun	11-Nov - Canceled - Veterans' Day
8-Jul - Canceled	18-Nov - Special Meeting Election Certification - Council Reorg.
22-Jul - Canceled	25-Nov - Canceled - Thanksgiving Eve
12-Aug	9-Dec
26-Aug	23-Dec - Canceled
9-Sep	