



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, AUGUST 26, 2015
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
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 – 7:20 P.M.

PRESENTATIONS – 7:30 P.M.

- Recognition of outgoing Planning Commissioner Rick Shumacher
- Certificates of appreciation to Marsha Feldman and Scott Hughes for their efforts with the Special Olympics host town activities
- Certificate of appreciation to Robin Flutterby Borakove and Fred N. Bommer, II for their coverage during the City's Special Olympics host town activities
- Sheriff's Crime Report

ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:15 P.M.

CONSENT ITEMS – 8:25 P.M.

1. [Approval of meeting minutes from August 12, 2015](#)
2. [Recommendation to approve the deferred subdivision agreement for completion of public improvements for Tract No. 60488](#)
3. [Recommendation to approve an amendment to increase the value of the existing professional services agreement by \\$25,000 with MSW Consultants for solid waste consulting](#)

NEW BUSINESS – 8:30 P.M.

4. [Consideration of Resolution No. 2015-1469 in full support for deputy sheriff personnel to recruit, hire, train and deploy the best qualified individuals to help provide the highest public safety services for the residents and business of the City of Calabasas](#)
5. [Presentation of the operating and capital budgets for July 1, 2015 through June 30, 2017](#)
6. [Introduction of Ordinance No. 2015-327, adding subsection D to Section 15.04.740 and subsection D to Section 15.4.580 of the Calabasas Municipal Code amending Article 690 of the California Electrical Code and California Plumbing Code Section 103, relating to expedited permitting procedures for small residential rooftop solar systems](#)
7. [Council discussion on Senate Bill 415 \(Hueso\), voter participation](#)

INFORMATIONAL REPORTS – 10:00 P.M.

8. [Check Register for the period of August 3-13, 2015](#)

TASK FORCE REPORTS – 10:05 P.M.

CITY MANAGER'S REPORT – 10:10 P.M.

FUTURE AGENDA ITEMS – 10:25 P.M.

ADJOURN – 10:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, September 9, 2015, at 7:00 p.m.

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

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, AUGUST 12, 2015**

Mayor Martin called the Closed Session portion of the meeting to order at 6:00 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

2. Conference with Real Property Negotiator
(Gov. Code § 54956.8)

APN Number: 2069-007-046

Agency Negotiator: Anthony M. Coroalles, City Manger

Under Negotiation: Price Terms of Payment **X Both**

The Council convened to Open Session at 7:03 p.m.

ROLL CALL

Present: Mayor Martin, Mayor pro Tem Bozajian,
Councilmembers Gaines, Maurer and Shapiro
Absent: None.
Staff: Bartlett, Bingham, Coroalles, Hernandez, Holden,
Howard, Jordan, Mirzakhianian, Parker, Tamuri and
Yalda.

The Pledge of Allegiance was led by Girl Scout Troops 7546 and 1577.

APPROVAL OF AGENDA

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

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

The City Attorney reported that on Closed Session Item No. 1, the he was directed to continue to proceed. On Item No. 2, the City Council requested additional information in order to properly evaluate the matter.

ANNOUNCEMENTS/INTRODUCTIONS

➤ Adjourn in memory

Mayor Martin announced that the meeting would be adjourned in memory of Burton Horwitch.

Members of the Council made the following announcements:

Councilmember Gaines:

- Expressed condolences to the Horwitch and Molnar families.
- Congratulated Dr. Gary Lysik and staff on receiving the Excellence in Financial Reporting Award for ten consecutive years by the Government Finance Officers Association for the City's Comprehensive Annual Financial Report.
- Announced that the San Fernando Business Journal published the 50 largest companies in the San Fernando Valley, eight of those are located in the City of Calabasas.
- Congratulated staff for the great summer concerts at the Lake. He encouraged everyone to attend the last concert on August 23.

Councilmember Maurer:

- Showcased the new Fall Recreation Brochure.
- Announced a cook off and bake off to kick off the Pumpkin Festival.
- Announced the peak of the meteor showers on August 12.

Councilmember Shapiro:

- Announced the Emergency Preparedness Fair & Expo on September 12.
- Welcomed everyone from summer break and encouraged all to drive cautiously as school starts on August 17.

Mayor pro Tem Bozajian:

- Announced the back to school pool party on August 14.

Mayor Martin:

- Reported that as of last month the LVMWD achieved a 34 percent water conservation districtwide.
- Expressed appreciation to staff for all the summer events.
- Announced that the Film Festival will take place on September 16-20.
- Announced "Just get Sleep" a mattress sale at the AHCCC on August 22.

PRESENTATIONS

Mayor Martin showcased a clip from the Special Olympics host town activities.

Jack Elginer provided a summary of his soccer team's experience during the Special Olympics.

- Certificates of appreciation to Bridget Karl, Kirk Bell, John Bingham, Marsha Feldman and Scott Hughes for their efforts with the Special Olympics host town activities

Mayor Martin presented certificates of appreciation to John Bingham, Bridget Karl and Kirk Bell. The City Council expressed appreciation to the certificate recipients and all the volunteers who participated in the Special Olympics host town activities. Marsha Feldman and Scott Hughes's certificates will be presented at the August 26 meeting.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Cassidy Koch, Emily Harari, Jacqueline Souza, and Hal Helsley spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from June 24, 2015
2. Approval of appointment of Dennis Washburn (Gaines) to the Planning Commission
3. Adoption of Resolution 2015-1456, consenting to an election consolidation with the Las Virgenes Unified School District and ordering that the two (2) Board of Education seats and the District-sponsored Ballot Measure to Renew High Quality Education and Local Control Parcel Tax (Measure E) appear on the Ballot of the General Municipal Election to be held on Tuesday November 3, 2015
4. Adoption of Resolution No. 2015-1462 finding the City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report in accordance with California Government Code Section 65089

5. Authorization to approve budgeted contract change order for Vandergeest Landscape Care, Inc. in the amount of \$134,900 to fund FY2015-16 regular monthly landscape maintenance and required extra work for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within LLAD 24, 27 and 32
6. Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$181,800 to fund FY2015-16 regular monthly landscape maintenance and required extra work for landscape maintenance of City parks
7. Approval for professional services agreement with Jordan Gilbert & Bain Landscape Architects, Inc. for various landscape services of City projects in an amount to no exceed \$250,000
8. Recommendation to award engineering design services contract for the Canyon Drive Pavement Rehabilitation Project, Specification No. 15-16-01, to Pavement Engineering, Inc. in the amount of \$64,625

Mr. Yalda reported that Resolution No. 2015-1462 of Item No. 4 was modified to remove the third paragraph regarding notice of public hearing.

Mayor Martin pulled Consent Item Nos. 2 and 7.

Councilmember Shapiro moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1, 3-6 and 8. MOTION CARRIED 5/0 as follows:

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

Councilmember Gaines introduced Dennis Washburn as his appointee to the Planning Commission. Mr. Washburn expressed appreciation for this opportunity.

Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:

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

After further discussion, Councilmember Maurer moved, seconded by Councilmember Gaines to approve Consent Item No. 7. MOTION CARRIED 5/0 as follows:

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

OLD BUSINESS – CONTINUED PUBLIC HEARING FROM JUNE 10, 2015 MEETING

9. An appeal of the Planning Commission’s decision to certify the adequacy of an Environmental Impact Report and approve a project application for (1) A site plan review; (2) A variance (to build on a significant ridgeline); (3) An oak tree permit (to encroach into the projected zone of 25 oak trees and for potential thinning of scrub oak as necessary for fuel modification); and (4) A scenic corridor permit (for development within a designated scenic corridor) to allow for construction of a 7,633 sq. ft. single-family residence with an attached 661 sq. ft. garage, 1,320 sq. ft. basement, and appurtenant accessory structures on a previously graded pad on an existing legal 5-acre lot located at 3121 Old Topanga Canyon Road (APN 2072-023-013) within the Hillside Mountainous (HM) Zoning District and Scenic Corridor (SC) Overlay Zone

Linda Thompson, Nancy Rotenberg and Mike Piszker spoke as the appellants.

Rob Haynes and Holly Jakensky spoke as the applicants.

The meeting recessed at 8:36 p.m.

The meeting reconvened at 8:47 p.m.

The following spoke on Item No. 9. Dr. Kay Austen, Sonia Vigen, Roger Pugliese, Elizabeth Stephens, Dean Baim, Debra Brownstone, Douglas Brownstone, Eve Wagner, Deborah Nicol, Dianne Gubin, Hal Helsley, Toby Keeler, Richard Thompson, Karen Ferraro, Matthew Ferraro, Barbara Baker, E.A. Vigen, Deborah Shook and Justine Brewer.

Rebuttals from the appellants and applicants ensued.

Mayor Martin closed the Public Hearing.

After extensive discussion, Mayor pro Tem Bozajian moved, seconded by Councilmember Shapiro to deny the appeal and uphold the variance and other permits as modified by adding conditions 78 and 79 to Resolution No. 2015-1465.

MOTION CARRIED 3/2 as follows:

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

NAYS: Mayor Martin and Councilmember Maurer

INFORMATIONAL REPORTS

10. Check Register for the period of June 12-July 29, 2015

No action was taken on this item.

TASK FORCE REPORTS

Mayor pro Tem Bozajian reported that on July 1 Mr. Coroalles, representatives from the Mont Calabasas Homeowners Associations and he met with Congressman Ted Lieu and representatives from the regional post office to address concerns.

CITY MANAGER'S REPORT

Mr. Coroalles reported that a meeting was held with Nissan architects; and work at Sperling will begin soon. He also reported that the City acquired some items from Sperling for the New Park & Ride lot. In addition, he reported that he had a conversation with Bert Boeckmann, who expressed interest in assuming the current Acura building lease.

FUTURE AGENDA ITEMS

Councilmember Maurer requested a discussion regarding the Ridgeline Ordinance. Mayor pro Tem Bozajian requested consideration of a resolution from ALAD's regarding the Sheriff Department's vacancies.

ADJOURN

The City Council adjourned at 11:27 p.m. in memory of Burton Horwitch to the next regularly scheduled meeting on Wednesday, August 26, 2015, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 17, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE THE DEFERRED SUBDIVISION AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS FOR TRACT NO. 60488

MEETING

DATE: AUGUST 26, 2015

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the deferred Subdivision Agreement for completion of public improvements for Tract No. 60488.

BACKGROUND:

The subject property located at 4240 Las Virgenes Road was approved by Planning Commission on October 11, 2012 to allow for construction of a 78-unit townhome residential development on 5 acres of a 21 acre site. The applicant has since been granted extension of the planning approval through October 22, 2016.

At this time, the applicant has successfully processed approvals for and submitted final, signed mylar plans for all of the authorized improvements and the Parcel Map No. 60488. In addition, the applicant has obtained an approval from Building & Safety Division for construction of retaining walls.

However, the actual groundbreaking cannot commence without obtaining a surety bond to cover costs associated with completion of public improvements. In order to

finalize permits for the project, the City Council, pursuant to Government Code section 66462(a) and Calabasas Municipal Code section 17.48.04, must authorize the deferred subdivision agreement for completion of public improvements, accepting the securities contained therein along with construction loan agreements with Western Alliance Bank.

DISCUSSION/ANALYSIS:

As required by Resolution No. 2012-528, the applicant has prepared Subdivision Agreement for Completion of Public Improvements with the City of Calabasas which identifies public improvements, terms of their completion, and furnishing of the security. As a part of the agreement the developer has submitted construction loan agreements with Western Alliance Bank in lieu of required bonds guaranteeing construction of the improvements. Staff has reviewed said agreement and the letters attached therewith and recommends approval of these documents prior to approval of the Final Map.

The Subdivision Map Act allows approval of the deferred Subdivision Agreement before approving the Final Map. The Agreement will not become effective until all conditions of the Agreement, including the Final map approval, are met. However, the executed deferred agreement can be used by the developer to seek a construction loan from a financial institution.

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

Staff recommends that City Council approve the deferred Subdivision Agreement for completion of public improvements for Tract No. 60488.

ATTACHMENTS:

Exhibit A. Subdivision Agreement for Completion of Public Improvements

Exhibit B. Addendum 1 to Subdivision Agreement

Exhibit C. Addendum 2 to Subdivision Agreement

Item 2 Exhibit A

Recording Requested By:

City of Calabasas

When recorded, mail to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF CALABASAS, CALIFORNIA

By: _____
Maricela Hernandez, MMC, City Clerk

SUBDIVISION AGREEMENT FOR COMPLETION OF PUBLIC

IMPROVEMENTS

TRACT MAP NO. 60488

between

CITY OF CALABASAS

a California Municipal Corporation

and

Calabasas Blue, LLC

**SUBDIVISION AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 60488**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2015 by and between the City of Calabasas, a California municipal corporation (“City”) and Calabasas Blue, LLC, (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On April 4, 2012, Developer submitted to City an application for approval of a tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The tentative parcel map is identified in City records as Tract Map No. 60488 (“Tract No. 60488”).

B. Developer’s application for a tentative tract map for Tract No. 60488 was conditionally approved by the Planning Commission on October 11, 2014.

C. Developer has not completed all of the work or made all of the public improvements required by Chapter 17.48 of the Calabasas Municipal Code, the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the conditions of approval for Tract No. 60488, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Government Code, Section 66462 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefore, acceptable to the City Engineer and City Attorney, for Tract No. 60488.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the Final map for Tract No. 60488.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder’s Office of the County of Los Angeles; (c) the City Council of the City (“City Council”) approves the Final Map for Tract No. 60488 and (d) Developer records the final map for Tract No. 60488 in the Recorder’s Office of the County of Los Angeles. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for Tract No. 60488.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 60488, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, monuments, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract No. 60488 (“Public Improvements”). The Public Improvements are more specifically described in Exhibit “B,” which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit “B” are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer’s surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City’s acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer’s responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within **twelve (12) months** following approval of the final map for Tract No. 60488.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 60488 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 60488 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 60488.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. The City Engineer shall make any inspections as he/she deems necessary to ensure that all construction complies with the approved improvement plans. Where required by the City

Engineer, the Developer shall pay the full cost of any contract inspection services determined to be necessary by the City Engineer.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney’s fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefore. If Tract No. 60488 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including a warranty and guarantee that all trees, shrubs and irrigation within the Property shall survive, with reasonable maintenance, in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, including irrigation, shrubs, trees and/or transplanted trees that have died despite reasonable maintenance, in accordance with the current ordinances, resolutions, regulations, codes, standards, tree preservation plans or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty periods shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty period, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement. In addition, nothing contained herein shall impose upon Developer additional maintenance obligations for any Public Improvements that are repaired, replaced or reconstructed once these are accepted by City.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security").

The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City one or more performance bonds in the total combined amount of **SIX MILLION THREE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$6,386,217.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 60488, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 60488.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **SIX MILLION THREE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$6,386,217.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of

City, the forms and evidence of the Security shall be attached hereto as Exhibit “C” and incorporated herein by this reference.

14.0 Monument Security. Prior to City’s execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 60488 in compliance with the applicable provisions of City’s Municipal and/or Development Code (“Subdivision Monuments”), Developer shall deposit a bond with City in the amount of **Five Thousand Dollars (\$5,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said bond may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 60488.

15.0 Lien. To secure the timely performance of Developer’s obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer’s default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer’s obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required

Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers’ Compensation. Developer and its contractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance under sections 17.1.1 and 17.1.2 shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 60488, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and

subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Calabasas
100 Civic Center Way
Calabasas, California 91302
Attn: Robert Yalda, City Engineer

DEVELOPER:

Calabasas Blue LLC
4322 W. Cheyenne Ave.
North Las Vegas, NV 89032
Attn: Deirdre Waitt

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Improvements Agreement as of the date first above written.

“City”

“Developer”

Calabasas Blue LLC
By: AR Calabasas Blue LLC
Its: Manager

By: _____
Lucy M. Martin, Mayor

By: _____
Deirdre Waitt, Manager Blue LLC

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

NOTE: DEVELOPER’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tract No. 60488

Real property in the City of Calabasas, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 25, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 574.71 FEET TO THE EASTERLY LINE OF THAT CERTAIN 60 FEET STRIP OF LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3463 ON JULY 13, 1951 IN BOOK 36756 PAGE 369 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 5° 50' 00" WEST 179.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 930 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 546.01 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE 803.48 FEET TO THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WESTERLY LINE 673.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON SEPTEMBER 25, 1896 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 574.71 FEET TO THE EASTERLY LINE OF THAT CERTAIN 60 FOOT STRIP OF LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3463, ON JULY 31, 1951 IN BOOK 36756 PAGE 369, OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE 5° 50' 00" WEST 179.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 930 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 546.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE 803.48 FEET TO THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 476.91 FEET; THENCE SOUTH 89° 43' 20" WEST 1164.32 FEET TO SAID EASTERLY LINE OF SAID 60 FOOT STRIP OF LAND; THENCE ALONG SAID EASTERLY LINE NORTH 21° 24' 20" EAST 10.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 870 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 342.58 FEET TO THE END THEREOF; THENCE NORTH 43° 58' EAST 176.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 930 FEET; THENCE NORTHERLY ALONG SAID CURVE 72.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED, IN THE FINAL ORDER OF CONDEMNATION, RECORDED APRIL 1, 1974 AS INSTRUMENT NO. 3716, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED LAND; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND, SOUTH 89° 57' 33" WEST 350.00 FEET; THENCE NORTH 58° 09' 15" EAST 138.00 FEET; THENCE NORTH 79° 39' 04" EAST 236.22 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID EAST LINE, SOUTH 0° 11' 45" EAST 115.00 FEET TO THE POINT OF BEGINNING.

APN: 2069-011-005 and 2069-011-006

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 60488

1. Off-Site Storm Drain Improvements in the sum of	<u>\$ 120,114.79</u>
2. Off-Site Water Line Improvements in the sum of	<u>\$ 901,093.75</u>
3. Monuments Improvements in the sum of	<u>\$ 5,000.00</u>
4. Street Improvements in the sum of	<u>\$ 1,410,822.97</u>
5. Traffic Signal Improvements in the sum of	<u>\$ 180,000.00</u>
6. Grading and On-Site Drainage Improvements in the sum of	<u>\$ 3,774,185.40</u>
7. Landscape Maintenance	<u>\$ 75,000.00</u>

TOTAL BOND AMOUNT \$ 6,391,217.00

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 60488

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 6,386,217.00

Surety:

Attorney-in-fact:

Address:

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 6,386,217.00

Surety:

Attorney-in-fact:

Address:

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS

TRACT MAP NO. 60488

ON-SITE GRADING AND DRAINAGE IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, storm drains, drainage facilities and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2015 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **THREE MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED EIGHTY FIVE & 40/100 (\$ 3,774,185.40)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects

according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

By: _____
Attorney-in-Fact

(print name)

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS

TRACT MAP NO. 60488

TRAFFIC SIGNAL MODIFICATION IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all roads, paving, curbs and gutters, pathways, utilities, traffic control, and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2015 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided,

to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
President	Attorney-in-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS

TRACT MAP NO. 60488

MONUMENT IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all roads, traffic controls and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2015 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **FIVE THOUSAND DOLLARS (\$ 5,000.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

By: _____
Attorney-in-Fact

(print name)

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS

TRACT MAP NO. 60488

OFF-SITE UTILTITY IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, utilities, drainage facilities, traffic controls and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2015 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **ONE MILLION TWENTY ONE THOUSAND TWO HUNDRED EIGHT DOLLARS & 54/100 (\$ 1,021,208.54)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided,

to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
President	Attorney-in-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS
TRACT MAP NO. 60488
STREET IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all roads, paving, curbs and gutters, utilities, traffic controls, landscaping and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2008 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **ONE MILLION FOUR HUNDRED TEN THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS \$ 97/100 (\$ 1,410,822.97)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects

according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

By: _____
Attorney-in-Fact

(print name)

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF CALABASAS
TRACT MAP NO. 60488 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Calabasas, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 60488 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2008 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **SIX MILLION THREE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$6,386,217.00)**,

said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

(continue on next page)

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

_____ Principal	_____ Surety
By: _____ President	By: _____ Attorney-in-Fact
_____ (print name)	_____ (print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

**Addendum 1
To
Subdivision Agreement For Completion of Public Improvements
Tract Map No. 60488
Between**

**CITY OF CALABASAS
a California Municipal Corporation**

and

**Calabasas Blue, LLC
a California Limited-Liability Company**

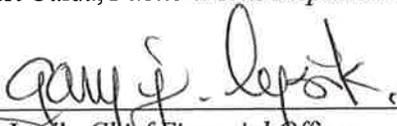
In regards to (Section 13.0 thru 14.0) Security; Surety Bonds under the Subdivision Agreement for Completion of Public Improvements, the City of Calabasas has agreed to use the Set Aside Letter with Calabasas Blue, LLC with its Lender, Western Alliance Bank, an Arizona corporation. Therefore the bond requirements in section 13.0 thru 14.0 are voided and replaced with the Set Aside Letter between all parties (City of Calabasas, Calabasas Blue, LLC and Western Alliance Bank). Attached is the executed Set Aside Letter executed by all parties listed in this Addendum.

The City of Calabasas acknowledges receipt of this addendum and accepts the amendment to the Subdivision Agreement.



Robert Yalda, *Public Works Inspector/City Engineer*

Date: 2/17/15



Gary Lysik, *Chief Financial Officer*

Date: 7/23/15

Agreed to and accepted this 23rd day of July, 2015.

Calabasas Blue LLC acknowledges receipt of this addendum and accepts the amendment to the Subdivision Agreement.

Calabasas Blue LLC



Deirdre Waitt, *President*

Date: 7/2/15



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

July 6, 2015

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

Re: Calabasas Blue, LLC a California limited liability company

Ladies and Gentlemen:

Western Alliance Bank ("Bank") has agreed to make a construction loan ("Loan") to CALABASAS BLUE LLC ("Principal") for the primary purpose of constructing OFFSITE/ONSITE IMPROVEMENTS in the City of CALABASAS, County of LOS ANGELES, and on the real property described in Exhibit "A" attached hereto, including, but not limited to, those certain public improvements required by CITY OF CALABASAS ("Public Entity") to be constructed by Principal in connection therewith as more particularly described as follows:

Attached Offsite Street Improvement Plans in Exhibit B

Upon recordation of the Loan and satisfaction of initial disbursement conditions of the Construction Loan Agreement, Bank agrees to earmark and set aside from the Loan funds the sum of Six Million Three Hundred Ninety-One Thousand Two Hundred Seventeen and No/100ths dollars (\$6,391,217.00) which Principal has budgeted to pay for the costs of constructing the Off Site Improvements.

Subject to the CONDITIONS AND LIMITATIONS set forth below, Bank agrees that:

(1) The Construction Loan Agreement for the Loan to be entered into between Bank and Borrower will provide that as work progresses on the Off Site Improvements, these earmarked funds will be disbursed on the authorization of Principal and Public Entity in accordance with the terms and conditions of said Construction Loan Agreement and under Bank's normal disbursement procedures, to cover the costs of the Off Site Improvements.

(2) If Principal fails to complete and pay for the Off Site Improvements as required by Public Entity, and is required to complete the same, then upon Bank's receipt of written notice from



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

Public Entity, any undisbursed portion of the earmarked and set aside funds shall be held by Bank, (subject to any stop notices or other legal processes which may have priority over the interest of Public Entity in the set aside funds), for the benefit of Public Entity and such then remaining funds shall be disbursed to or for the account of Public Entity from time-to-time on demand and as work progresses in accordance with the terms and conditions of the Loan Documents if and to the extent necessary to permit Public Entity to complete and pay for the costs of the Off Site Improvements in accordance with the requirements of Public Entity.

(3) This is an irrevocable commitment of funds not subject to recall by Bank, so long as said Loan remains in existence and so long as undisbursed funds remain in said category, but is contingent upon Bank's recordation of the above Loan, and satisfaction of initial disbursement conditions set forth in the Construction Loan Agreement.

(4) Funds set aside hereunder are not subject to offset by Bank.

Bank's undertakings and agreements as set forth above are subject to the following express CONDITIONS AND LIMITATIONS:

(a) The amount of the earmarked and set aside funds (\$6,391,217.00) has been determined from a cost breakdown prepared by or on behalf of Principal. Bank shall have no responsibility or liability either for the sufficiency of such amount to pay for the costs of the Off Site Improvements or for the quality of workmanship and materials, timeliness or sufficiency of the work to be performed.

(b) Public Entity and Principal have executed this letter where indicated below and have returned a fully executed copy hereof to Bank at 2700 W. Sahara Avenue, Ste 210, Las Vegas, Nevada 89102, Attn: Commercial Real Estate Department. All notices to Bank shall be to said address and department.

(c) If an event of default occurs under the Loan prior to completion of the Off Site Improvements, Public Entity shall afford Bank a reasonable period of time within which to consult with Public Entity as to (i) the necessity and desirability of completing the Off Site Improvements; (ii) changes in the scope of the Off Site Improvements; (iii) changes in the use of the real property referred to herein; and/or (iv) other relevant matters.

(d) Bank reserves the right to itself contract for and complete the Off Site Improvements instead of making the balance of said earmarked and set aside funds available to Public Entity for that purpose. Bank further reserves the right to conduct inspections for the sole



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

benefit of Bank to determine if payments made to contractors and/or materialmen employed by Principal or Public Entity are justified for the work completed to the date of any inspection.

(e) This undertaking on the part of Bank shall be valid from the date of recordation of the Loan until the first to occur of (i) the disbursement of all of the said earmarked and set aside funds by Bank as contemplated herein; (iii) the completion of the Off Site Improvements to the satisfaction of Public Entity.

If requested by Principal to do so, Bank agrees to make a true and correct copy of the referenced Construction Loan Agreement available to Public Entity for its review prior to Public Entity acceptance of this letter.

Very truly yours,

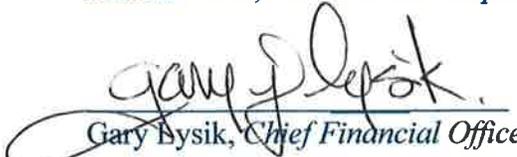
Western Alliance Bank,
an Arizona corporation

By: 
Douglas Hathaway, Vice President

Agreed to and accepted this 6 day of July, 2015

The City of CALABASAS acknowledges receipt of this letter and authorizes the following individual's authority to authorize Western Alliance Bank to make disbursements per the terms of this letter. Please return the enclosed copy of this letter to Western Alliance Bank.

 Date: 7/17/15
Robert Yalda, *Public Works Inspector/City Engineer*

 Date: 7/23/15
Gary Bysik, *Chief Financial Officer*

Agreed to and accepted this 23rd day of July, 2015.



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

Calabasas Blue LLC acknowledges receipt of this letter and authorizes the following individual's authority to authorize Western Alliance Bank to make disbursements per the terms of this letter. Please return the enclosed copy of this letter to Western Alliance Bank.

Calabasas Blue, LLC, a California
Limited Liability Company

By: 
Deidre Waitt, President

The undersigned waives any claims to funds disbursed directly to Public Entity hereunder and agrees that any funds advanced or disbursed by Bank pursuant to the terms of the foregoing letter shall, as between Bank and the undersigned, be deemed for all purposes, expressly including Bank's bid at foreclosure sale and the undersigned's obligation to repay the Loan with interest, to be Loan proceeds advanced and disbursed to the undersigned under and pursuant to all of the documents evidencing and securing the repayment of the Loan. Release of Bank by Public Entity from further obligations hereunder shall be required before any security held by Bank for the Loan is full released or reconveyed.

EXHIBIT "A"

[Attach description of real estate security]

Exhibit "A"
LEGAL DESCRIPTION

Real property in the City of Calabasas, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 25, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 574.71 FEET TO THE EASTERLY LINE OF THAT CERTAIN 60 FEET STRIP OF LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3463 ON JULY 13, 1951 IN BOOK 36756 PAGE 369 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 5° 50' 00" WEST 179.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 930 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 546.01 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE 803.48 FEET TO THE WESTERLY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WESTERLY LINE 673.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON SEPTEMBER 25, 1896 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 574.71 FEET TO THE EASTERLY LINE OF THAT CERTAIN 60 FOOT STRIP OF LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED AS DOCUMENT NO. 3463, ON JULY 31, 1951 IN BOOK 36756 PAGE 369, OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE 5° 50' 00" WEST 179.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 930 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 546.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE 803.48 FEET TO THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 476.91 FEET; THENCE SOUTH 89° 43' 20" WEST 1164.32 FEET TO SAID EASTERLY LINE OF SAID 60 FOOT STRIP OF LAND; THENCE ALONG SAID EASTERLY LINE NORTH 21° 24' 20" EAST 10.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 870 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 342.58 FEET TO THE END THEREOF; THENCE NORTH 43° 58' EAST 176.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 930 FEET; THENCE NORTHERLY ALONG SAID CURVE 72.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED, IN THE FINAL ORDER OF CONDEMNATION, RECORDED APRIL 1, 1974 AS INSTRUMENT NO. 3716, DESCRIBED AS FOLLOWS:

Order Number: NHSC-4876570 (tc)

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED LAND; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND, SOUTH 89° 57' 33" WEST 350.00 FEET; THENCE NORTH 58° 09' 15" EAST 138.00 FEET; THENCE NORTH 79° 39' 04" EAST 236.22 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID EAST LINE, SOUTH 0° 11' 45" EAST 115.00 FEET TO THE POINT OF BEGINNING.

APN: 2069-011-005 and 2069-011-006

Addendum 2
To
Subdivision Agreement For Completion of Public Improvements
Tract Map No. 60488
Between

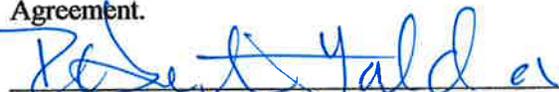
CITY OF CALABASAS
a California Municipal Corporation

and

Calabasas Blue, LLC
a California Limited-Liability Company

In regards to (Section 12.0) Warranty and Guarantee under the Subdivision Agreement for Completion of Public Improvements, the City of Calabasas has agreed to use the 2nd Set Aside Letter with Calabasas Blue, LLC with its Lender, Western Alliance Bank, an Arizona corporation. The 2nd Set Aside Letter with Calabasas Blue, LLC with its Lender, Western Alliance Bank, an Arizona corporation in the amount of Ten Thousand Dollars (\$10,000.00) for 1 year Landscape/Irrigation Warranty in the 2nd Set Aside Letter is accepted by all parties per the execution of this Addendum 2.

The City of Calabasas acknowledges receipt of this addendum and accepts the amendment to the Subdivision Agreement.



Robert Yalda, *Public Works Inspector/City Engineer*

Date: 7/12/15



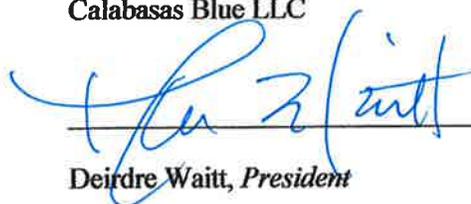
Gary Bysik, *Chief Financial Officer*

Date: 7/23/15

Agreed to and accepted this 23rd day of July, 2015.

Calabasas Blue LLC acknowledges receipt of this addendum and accepts the amendment to the Subdivision Agreement.

Calabasas Blue LLC



Deirdre Waitt, *President*

Date: 7/23/15



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

July 20, 2015

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

Re: Calabasas Blue, LLC a California limited liability company
2ND Set Aside Letter for Landscape/Irrigation Warranty

Ladies and Gentlemen:

Western Alliance Bank ("Bank") has agreed to make a construction loan ("Loan") to CALABASAS BLUE LLC ("Principal") for the primary purpose of OFFSITE/ONSITE IMPROVEMENTS in the City of CALABASAS, County of LOS ANGELES, and on the real property described in Exhibit "A" attached hereto, including, but not limited to, those certain public improvements required by CITY OF CALABASAS ("Public Entity") to be constructed by Principal in connection therewith.

Upon recordation of the Loan and satisfaction of initial disbursement conditions of the Construction Loan Agreement, Bank agrees to earmark and set aside from the Loan funds the sum of Ten Thousand and No/100ths dollars (\$10,000.00) which Principal has budgeted to pay for the costs of Warranty and Guarantee (Landscape/Irrigation) for a period of one (1) year pursuant to Section 12 of the Subdivision Agreement for Completion of Public Improvements.

Subject to the CONDITIONS AND LIMITATIONS set forth below, Bank agrees that:

(1) The Construction Loan Agreement for the Loan to be entered into between Bank and Borrower will provide that as work progresses on the Off Site Improvements, these earmarked funds will be disbursed on the authorization of Principal and Public Entity in accordance with the terms and conditions of said Construction Loan Agreement and under Bank's normal disbursement procedures, to cover the costs of the Off Site Improvements.

(2) If Principal fails to complete and pay for the Off Site Improvements as required by Public Entity, and is required to complete the same, then upon Bank's receipt of written notice from Public Entity, any undisbursed portion of the earmarked and set aside funds shall be held by Bank, (subject to any stop notices or other legal processes which may have priority over the interest of Public Entity in the set aside funds), for the benefit of Public Entity and such then remaining funds shall be disbursed to or for the account of Public Entity from time-to-time on demand and as work



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

progresses in accordance with the terms and conditions of the Loan Documents if and to the extent necessary to permit Public Entity to complete and pay for the costs of the Off Site Improvements in accordance with the requirements of Public Entity.

(3) This is an irrevocable commitment of funds not subject to recall by Bank, so long as said Loan remains in existence and so long as undisbursed funds remain in said category, but is contingent upon Bank's recordation of the above Loan, and satisfaction of initial disbursement conditions set forth in the Construction Loan Agreement.

(4) Funds set aside hereunder are not subject to offset by Bank.

Bank's undertakings and agreements as set forth above are subject to the following express CONDITIONS AND LIMITATIONS:

(a) The amount of the earmarked and set aside funds (\$10,000.00) has been determined from a cost breakdown prepared by or on behalf of Principal. Bank shall have no responsibility or liability either for the sufficiency of such amount to pay for the costs of the Off Site Improvements or for the quality of workmanship and materials, timeliness or sufficiency of the work to be performed.

(b) Public Entity and Principal have executed this letter where indicated below and have returned a fully executed copy hereof to Bank at 2700 W. Sahara Avenue, Ste. 210, Las Vegas, Nevada 89102, Attn: Commercial Real Estate Department. All notices to Bank shall be to said address and department.

(c) If an event of default occurs under the Loan prior to completion of the Off Site Improvements, Public Entity shall afford Bank a reasonable period of time within which to consult with Public Entity as to (i) the necessity and desirability of completing the Off Site Improvements; (ii) changes in the scope of the Off Site Improvements; (iii) changes in the use of the real property referred to herein; and/or (iv) other relevant matters.

(d) Bank reserves the right to itself contract for and complete the Off Site Improvements instead of making the balance of said earmarked and set aside funds available to Public Entity for that purpose. Bank further reserves the right to conduct inspections for the sole benefit of Bank to determine if payments made to contractors and/or materialmen employed by Principal or Public Entity are justified for the work completed to the date of any inspection.

(e) This undertaking on the part of Bank shall be valid from the date of recordation of the Loan until the first to occur of (i) the disbursement of all of the said earmarked



Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

and set aside funds by Bank as contemplated herein; (iii) the completion of the Off Site Improvements to the satisfaction of Public Entity.

If requested by Principal to do so, Bank agrees to make a true and correct copy of the referenced Construction Loan Agreement available to Public Entity for its review prior to Public Entity acceptance of this letter.

Very truly yours,

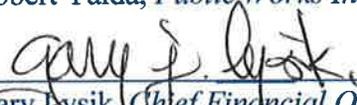
Western Alliance Bank,
an Arizona corporation

By: 
Douglas Hathaway, Vice President

Agreed to and accepted this 20 day of July, 2015

The City of CALABASAS acknowledges receipt of this letter and authorizes the following individual's authority to authorize Western Alliance Bank to make disbursements per the terms of this letter. Please return the enclosed copy of this letter to Western Alliance Bank.

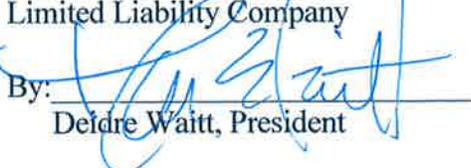
 Date: 7/17/2015
Robert Yalda, *Public Works Inspector/City Engineer*

 Date: 7/23/15
Gary Bysik, *Chief Financial Officer*

Agreed to and accepted this 23rd day of July, 2015.

Calabasas Blue LLC acknowledges receipt of this letter and authorizes the following individual's authority to authorize Western Alliance Bank to make disbursements per the terms of this letter. Please return the enclosed copy of this letter to Western Alliance Bank.

Calabasas Blue, LLC, a California
Limited Liability Company

By: 
Deidre Waitt, President



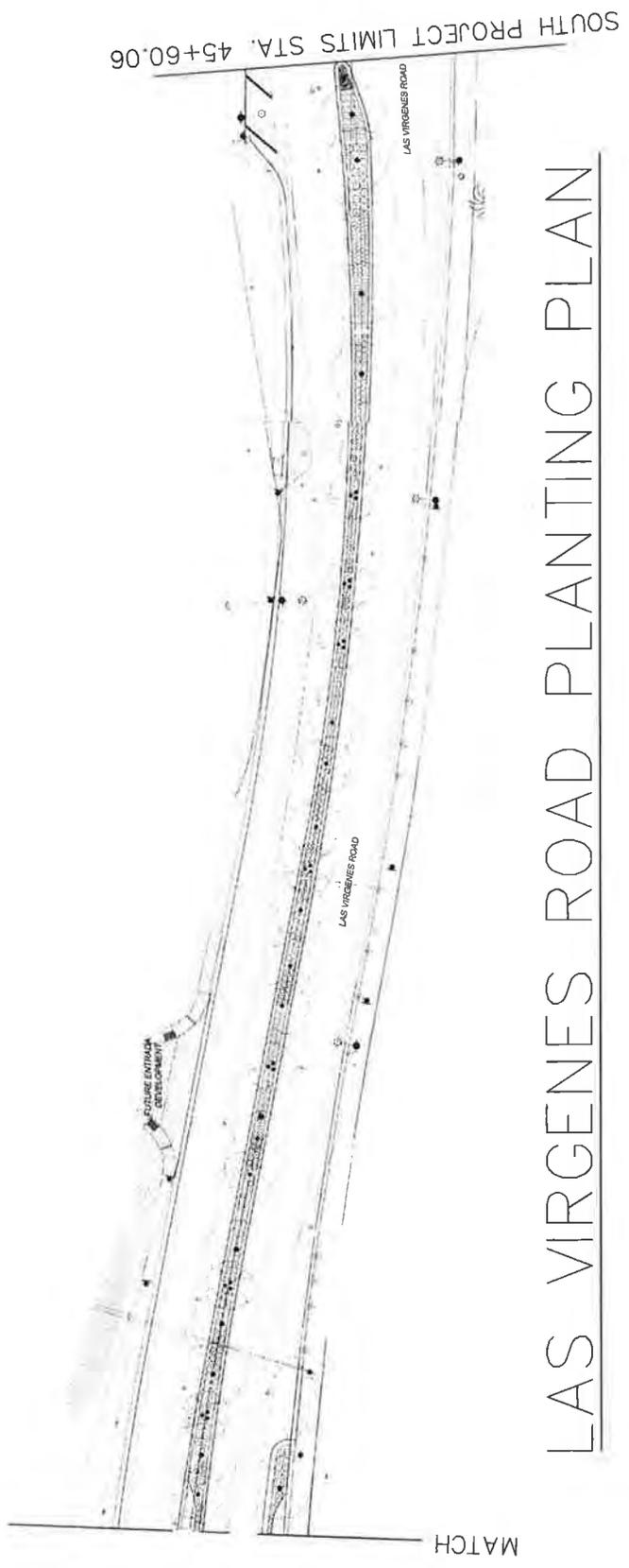
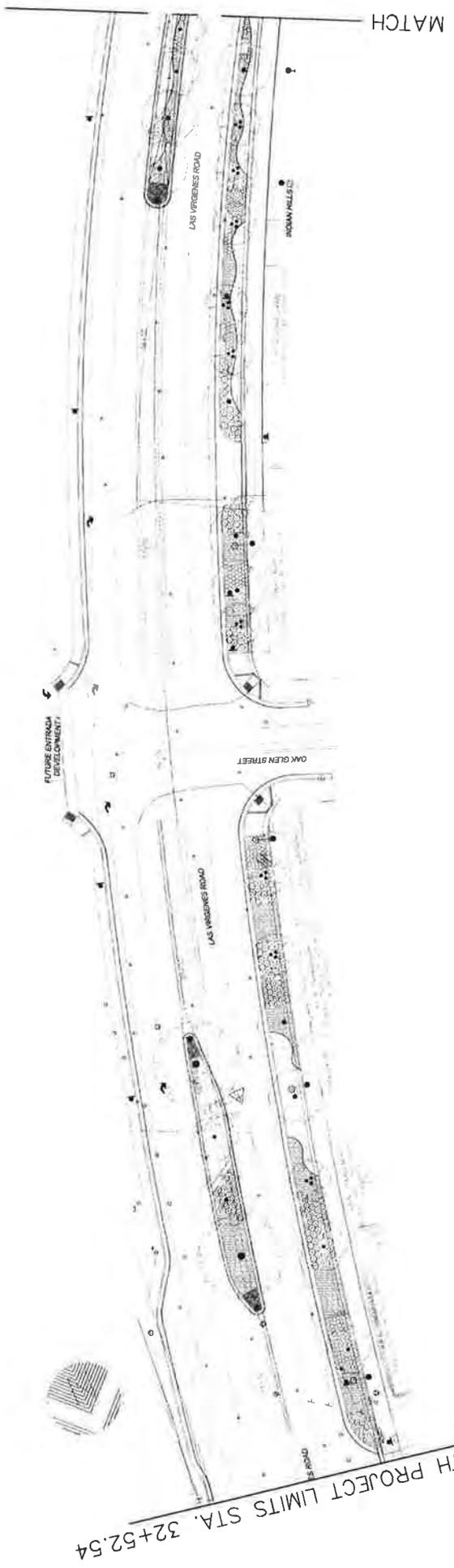
Nevada Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102

The undersigned waives any claims to funds disbursed directly to Public Entity hereunder and agrees that any funds advanced or disbursed by Bank pursuant to the terms of the foregoing letter shall, as between Bank and the undersigned, be deemed for all purposes, expressly including Bank's bid at foreclosure sale and the undersigned's obligation to repay the Loan with interest, to be Loan proceeds advanced and disbursed to the undersigned under and pursuant to all of the documents evidencing and securing the repayment of the Loan. Release of Bank by Public Entity from further obligations hereunder shall be required before any security held by Bank for the Loan is full released or reconveyed.

EXHIBIT "A"

[Attach description of real estate security]

LAS VIRGENES ROAD PLANTING PLAN



PLANT SCHEDULE

TREES

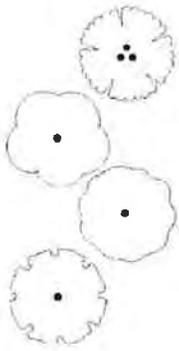
<u>CODE</u>	<u>BOTANICAL NAME / COMMON NAME</u>	<u>CONT</u>	<u>QTY</u>
ARB MUL	Arbutus x 'Marina' / Arbutus Multi-Trunk	36"box	16
LAG MUS	Lagerstroemia x 'Muskogee' / Crape Myrtle light lavender	36"box	14
PLA ACE	Platanus x acerifolia / London Plane Tree	36"box	18
QUE AGR	Quercus agrifolia / Coast Live Oak	36"box	1

SHRUBS

<u>CODE</u>	<u>BOTANICAL NAME / COMMON NAME</u>	<u>CONT</u>	<u>QTY</u>
HEM SPP MIX:	Hemerocallis x Spp / Daylily Hemerocallis: 'Miami Mix'; -40% Hemerocallis: 'Sweet Summer Valentine'; -30% Hemerocallis: 'Lemon Vista'; -30%	1 gal	210
MAH REP	Mahonia repens / Creeping Mahonia	1 gal	150
ROS EL2	Rosa x 'Electric Blanket' / Rose	5 gal	140
TUL VAR	Tulbaghia violacea 'Variegata' / Striped Cape Garlic	1 gal	344

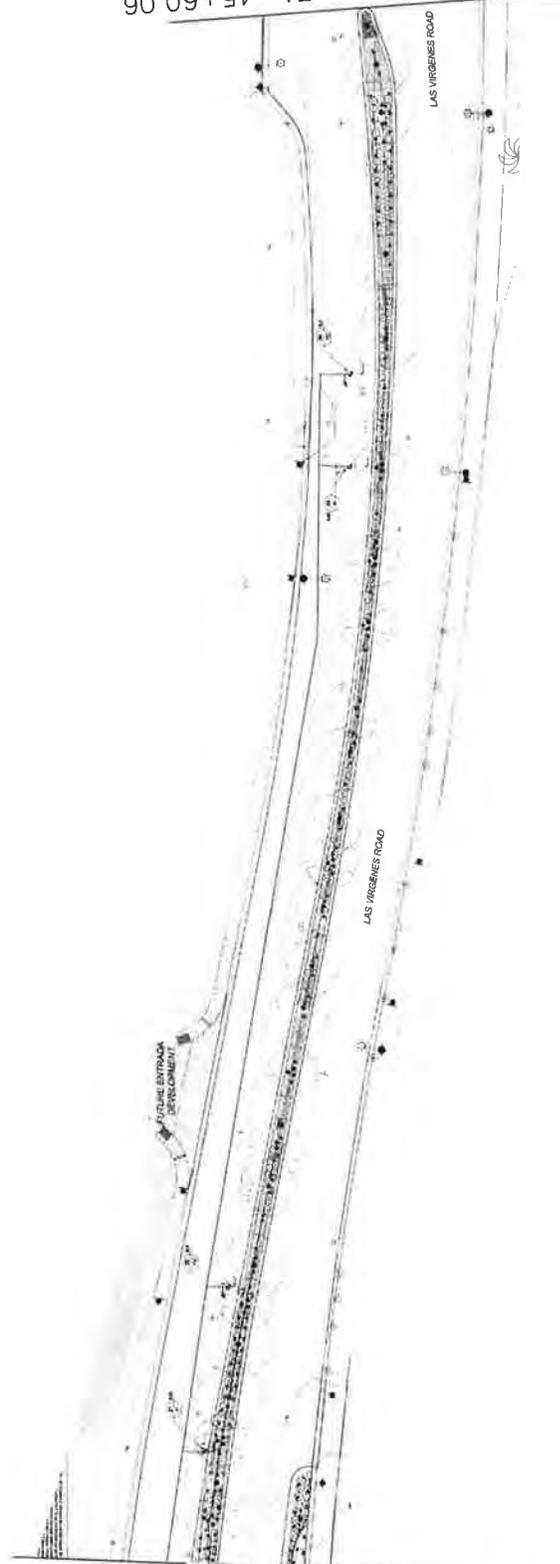
GROUND COVERS

<u>CODE</u>	<u>BOTANICAL NAME / COMMON NAME</u>	<u>CONT</u>	<u>QTY</u>
COB STO	DECORATIVE COBBLE STONE TBS BY OWNER / COBBLE STONE	127	(SF)
DWA FES	Medallion Dwarf with Bonsai / Dwarf Fescue	sod	1780.52 (SF)
MUL MU8	Mulch Mulch	flats	2167.84 (SF)



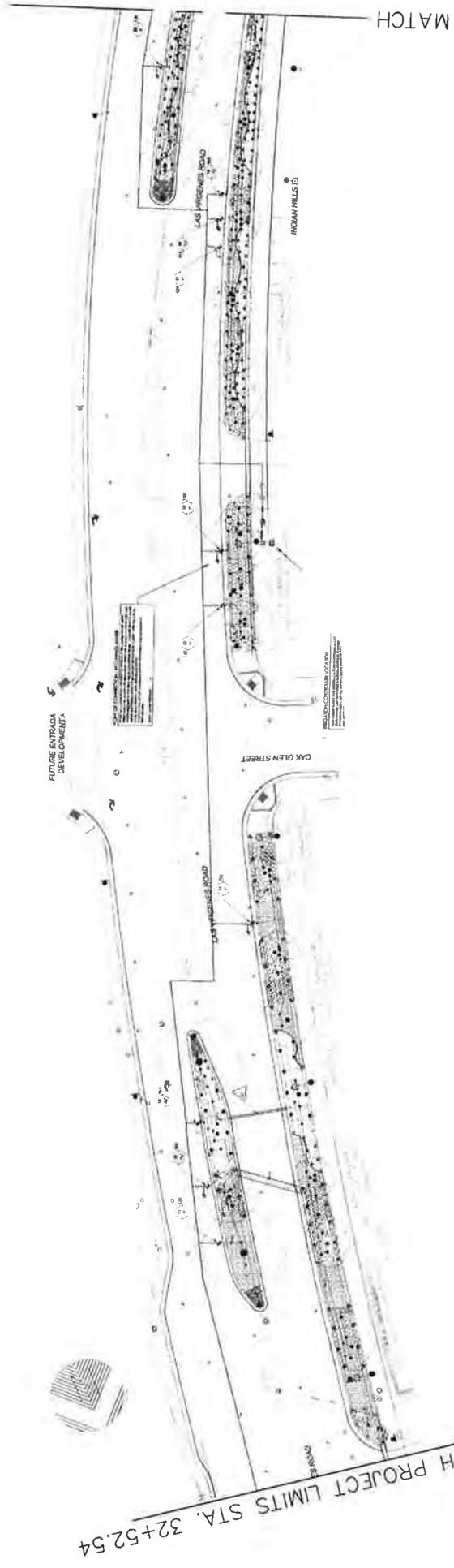
LAS VIRGENES ROAD IRRIGATION PLAN

SOUTH PROJECT LIMITS STA. 45+60.06



MATCH

MATCH



NORTH PROJECT LIMITS STA. 32+52.54

IRRIGATION SCHEDULE

TORO 570Z-PS-COM WITH PRECISION SERIES ROTATING NOZZLES (PRN)

PERFORMANCE DATA

PRECISION™ SERIES ROTATING NOZZLES

Arc	psi	gpm	Radius	Precip. Rate ■ (in./hr.)	Precip. Rate ▲ (in./hr.)
45°	20	0.17	14.0	0.67	0.77
	30	0.19	15.0	0.65	0.75
	40	0.25	17.0	0.67	0.77
	50	0.31	18.5	0.70	0.81
	60	0.35	19.5	0.71	0.82
	75	0.43	22.0	0.68	0.79
90°	20	0.43	16.0	0.65	0.75
	30	0.49	17.5	0.62	0.71
	40	0.62	20.5	0.57	0.66
	50	0.75	22.5	0.57	0.66
	60	0.82	23.5	0.57	0.66
	75	0.92	25.0	0.57	0.65
120°	20	0.48	16.4	0.69	0.79
	30	0.57	17.5	0.72	0.83
	40	0.78	20.2	0.55	0.64
	50	0.97	22.5	0.55	0.64
	60	1.07	23.5	0.56	0.65
	75	1.18	25.0	0.55	0.63
180°	20	0.83	15.0	0.71	0.82
	30	0.94	17.0	0.63	0.72
	40	1.22	20.5	0.56	0.65
	50	1.46	22.5	0.56	0.64
	60	1.61	24.0	0.54	0.62
	75	1.81	26.0	0.52	0.60
240°	20	1.12	15.0	0.72	0.83
	30	1.27	17.0	0.63	0.73
	40	1.56	20.0	0.56	0.65
	50	1.80	21.5	0.56	0.65
	60	1.95	22.5	0.56	0.64
	75	2.20	24.0	0.55	0.64
270°	20	1.08	14.0	0.71	0.81
	30	1.23	16.0	0.62	0.71
	40	1.62	19.0	0.57	0.66
	50	2.00	21.5	0.55	0.64
	60	2.26	23.0	0.55	0.63
	75	2.60	25.0	0.53	0.61
360°	20	1.81	15.0	0.77	0.89
	30	2.00	17.2	0.65	0.75
	40	2.56	20.9	0.56	0.65
	50	3.09	22.9	0.57	0.65
	60	3.34	23.8	0.57	0.66
	75	3.68	25.6	0.54	0.62

*THE IN-STEM FLOW REGULATOR OF THE 570Z-PS-COM UNIT IS ADJUSTABLE. THIS ENABLES THE FLOW AND PRESSURE THROUGH THE STEM OF THE POP UP HEAD TO BE REGULATED TO THE DESIRED DISTANCE OF THROW FOR THE PRECISION ROTATING NOZZLE. THIS ADJUSTMENT TO THE DESIRED DISTANCE OF THROW RESULTS IN THE STATED GPM FLOWS IN LEGEND ABOVE

*SPECIAL ORDERING MAY BE REQUIRED TO OBTAIN THE TORO 570-PS-COM

Specifying Information— Precision Series Rotating Nozzle

PRN-XX		
Model	Thread	Arc
PRN	X	X
1/2" Female Rotating Nozzle	1/2" Female Thread Blow-In Female Thread	45-180 and 240-360 45-180 and 240-360
Example: A male threaded Precision Series Rotating nozzle with a 2.0 radius and a 180° arc would be specified as PRN-1A. A female threaded Precision Series Rotating nozzle with a 2.0 radius and 360° arc would be specified as PRN-F.		

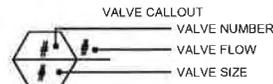
PRECISION™ SERIES SPRAY NOZZLES

Arc	psi	gpm	Radius	Precip. Rate ■ (in./hr.)	Precip. Rate ▲ (in./hr.)
4X30 SST	40	0.62	4x30	1.0	1.1
	50	0.65	4x30	1.0	1.2
	60	0.67	4x30	1.1	1.3
	70	0.70	4x30	1.1	1.3
4X15 LCS	40	0.32	4x15	1.0	1.2
	50	0.33	4x15	1.1	1.2
	60	0.34	4x15	1.1	1.3
	70	0.35	4x15	1.2	1.3
4X15 RCS	40	0.32	4x15	1.0	1.2
	50	0.33	4x15	1.1	1.2
	60	0.34	4x15	1.1	1.3
	70	0.35	4x15	1.2	1.3

SYMBOL

MANUFACTURER/MODEL/DESCRIPTION

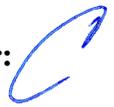
-  HUNTER RZWS-18-25
18" LONG RZWS WITH INSTALLED 0.25 GPM BUBBLER, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE
-  BUCKNER-SUPERIOR 950XXXDW
ELECTRIC, 1", 1-1/2", AND 2" IN LINE BRASS REMOTE CONTROL VALVE INCLUDES FLOW CONTROL
-  HUNTER HQ-44LRC-AW-R
QUICK COUPLER VALVE, PURPLE RUBBER LOCKING COVER FOR RECLAIMED WATER USE. RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. ACME KEY WITH ANTI-ROTATION WINGS.
-  NIBCO T-113-K
CLASS 125 BRONZE GATE SHUT OFF VALVE WITH CROSS HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/4" - 3"
-  WATTS B6080-SS-SH BRONZE BALL MANUAL VALVE
-  BUCKNER-SUPERIOR 3300-RW 2"
NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION AND NO MINIMUM FLOW FEATURE. AVAILABLE IN 1-1/2", 2", 2-1/2" AND 3". WITH PURPLE CROSS HANDLE FOR RECLAIMED WATER USE.
-  BUCKNER-SUPERIOR 3300-RW 2"
NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION AND NO MINIMUM FLOW FEATURE. AVAILABLE IN 1-1/2", 2", 2-1/2" AND 3". WITH PURPLE CROSS HANDLE FOR RECLAIMED WATER USE.
-  RAIN MASTER EAGLE PLUS ICENTRAL
-  RAIN MASTER EAGLE PLUS ICENTRAL
-  RAINMASTER SENSOR FS-BXXX
2" FLOW SENSOR. BRASS MODEL. SUGGESTED OPERATING RANGE OF 4.9 GPM TO 294.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.
-  2" Y TYPE STAINER
-  2" Y TYPE STAINER
-  EXISTING WATER METER 2"
-  NEW WATER METER 2"
-  IRRIGATION LATERAL LINE: PVC SCHEDULE 40
PVC SCHEDULE 40 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE.
-  IRRIGATION MAINLINE: BLU-LOCK AND PVC CLASS 200 BLU-LOCK PIPE, AS MANUFACTURED BY HYDRO RAIN, 1/2" TO 1", THEN PVC CLASS 200 FOR 1-1/4" AND LARGER.
-  PIPE SLEEVE: DUCTILE IRON PIPE



-  TORO PSN-4 X 30 SST & PSN-4 X 15-LCS OR RCS.
TURF SPRAY, 12" POP-UP, WITH CHECK-O-MATIC CHECK VALVE, AND EFFLUENT PURPLE CAP FOR NON-POTABLE WATER USE. 1/2" FEMALE THREADED INLET IDEAL FOR SMALL TO MEDIUM LANDSCAPE AREAS.
- 
- 

TORO 570Z-PS-COM WITH PRECISION SERIES SPRAY NOZZLES (PSN)





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 17, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
MARINA ISSAKHANI, ENVIRONMENTAL CONSULTANT**

SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO INCREASE THE VALUE OF THE EXISTING PROFESSIONAL SERVICES AGREEMENT BY \$25,000 WITH MSW CONSULTANTS FOR SOLID WASTE CONSULTING

MEETING

DATE: AUGUST 26, 2015

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve an amendment to increase the contract value of MSW Consultants for solid waste consulting by \$25,000.

BACKGROUND:

On December 16, 2014, the City awarded MSW Consultants a Professional Services Agreement for solid waste consulting in the amount of \$49,900 for a one year period. MSW's consulting services were used to assist Staff with the issuing of the City's Solid Waste and Recyclables Collection RFP. The workload required for the RFP process has so far exceeded the anticipated amount due to the volume of inquiries submitted by proposers. City Staff and consultant issued a total of four (4) addendums (answers to questions submitted by proposers) to supplement the RFP. The information provided in the addendums include breakdown of tonnage collection data and specifics regarding residential valet service. As a result, staff recommends amending MSW's contract in the amount of \$25,000 in order to continue with the RFP selection process.

FISCAL IMPACT/SOURCE OF FUNDING:

The MSW Consultants contract is paid for out of Fund 14, Division 313 Consulting Services - AB939.

REQUESTED ACTION:

Staff recommends that the City Council approve an amendment to increase the contract value of MSW Consultants for solid waste consulting by \$25,000.

ATTACHMENTS:

Exhibit A: Professional Services Agreement with MSW Consultants

Exhibit B: Amendment No. 1



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT (LOW RISK)

This agreement is entered into by and between the City of Calabasas ("City") and MSW CONSULTANTS, INC. ("Contractor").

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described as follows and are attached hereto as **Exhibit A**.
3. Contractor's work schedule **will not exceed Twenty Eight (28) Hours per week**, and shall not exceed one thousand (1,000) per year.
4. Contractor's compensation shall be an amount not to exceed **Forty Nine Thousand Nine Hundred Dollars (\$49,900.00)**.
5. The agreement commences on **December 16, 2014** and expires on **December 15, 2015**, unless the agreement is terminated earlier by the City. No cause or notice is required for termination of this agreement.
6. Contractor shall provide only the services described herein. Any change in the services of contractor requires an amendment to the agreement signed by contractor and City.
7. Contractor shall perform the requested services in a safe and professional manner. During the performance of this agreement, contractor shall not violate any law, rule, regulation, policy, or ordinance of the City, county, state or federal government, including but not limited to any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
8. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City.
9. All data, documents, discussion, or other information developed or received by contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
10. To the fullest extent permitted by law, contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of contractor in the performance of this agreement. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice.

The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of contractor's commitment to indemnify and protect City as set forth herein.

11. The contractor is not eligible to drive City-leased or owned vehicles. If contractor is required to use his or her own vehicle during the performance of services under the agreement, contractor must provide proof of automobile insurance. Under certain circumstances a contractor may be required to obtain additional general liability and/or automobile policies of insurance. 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. If the contractor has employees, the contractor must carry worker's compensation insurance as required by state law.

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: **Please see attached.**

Attached and included within Exhibit B.

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: **Please see attached.**

Attached and included within Exhibit B.

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: **Please see attached.**

Attached and included within Exhibit B.

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: **Please see attached.**

Attached and included within Exhibit B.

12. Contractor has no authority to bind City and shall not make any representations that he or she is an employee or agent of City. Any business cards issued to contractor are for the purpose of identification only.
13. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.
14. In the performance of this agreement; contractor shall not discriminate against or harass any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, domestic partner status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
15. City retains the right to use photos taken during activities for publicity purposes.

CONTRACTOR:

 David L. Davis, CMA, Principal
 MSW Consultants



 Signature

12-16-14
 Date

CITY OF CALABASAS:

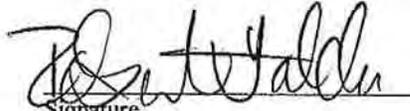
 Tony Coroalles, City Manager



 Signature

1/31/15
 Date

 Robert Yalda, P.E., T.E.
 Public Works Director/City Engineer



 Signature

12/26/14
 Date

City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302
 (818) 224-1600; fax (818) 225-7324

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

This **Amendment No. 1** (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this **26th day of August, 2015** at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and **MSW Consultants, Inc. 27393 Ynez Road, Suite 259, Temecula, California 92591** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated **December 16, 2014** in the following fashion:

- A. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1— Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.~~
- B. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2— Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.3 “Expiration Date”: **June 30, 2016.**
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of **Seventy Four Thousand Nine Hundred Dollars (\$74, 900.00).**

Initials: (City) _____ (Contractor) _____

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

“City”
City of Calabasas

“Consultant”
MSW Consultants, Inc.

By: _____
Lucy M. Martin, Mayor

By: _____
David L. Davis, CMA, Principal

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 17, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER
MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2015-1469 IN FULL SUPPORT FOR DEPUTY SHERIFF PERSONNEL TO RECRUIT, HIRE, TRAIN AND DEPLOY THE BEST QUALIFIED INDIVIDUALS TO HELP PROVIDE THE HIGHEST PUBLIC SAFETY SERVICES FOR THE RESIDENTS AND BUSINESSES OF THE CITY OF CALABASAS

MEETING

DATE: AUGUST 26, 2015

SUMMARY RECOMMENDATION:

As requested by Mayor pro Tem Bozajian and Councilmember Shapiro, this item is being presented for Council consideration.

BACKGROUND:

The City deserves and expects the highest quality public safety services to protect the lives and property of its citizens. Future economic development in the City depends on both the perception and the reality of quality public safety services provided by full deployment of the City's highly qualified public safety professionals.

Los Angeles County Sheriff's Department staffing records indicate the agency is short staffed by approximately 1,800 Deputy Sheriffs below the level authorized and funded by the County Board of Supervisors. Consequently, Deputy Sheriff personnel shortages at contract cities and countywide have frequently and negatively impacted the public

safety services provided by the Sheriff's Department.

To address personnel shortages, the Sheriff's Department command staff has started the process of designing mandatory overtime schedules and drafting procedures which would require Deputy Sheriffs to work back-to-back shifts to fulfill staffing requirements.

The process of assigning detectives and administrative personnel to work line positions in patrol, court services and custody facilities, also known as CARP (Cadre of Administrative Reserve Personnel) shifts, was intended to cease on July 1, 2015. Recent announcements from the Sheriff's commanders, however, indicate that fulfilling CARP obligations will continue within divisions for the foreseeable future.

RECOMMENDATION:

That the Council review, discuss and consider adoption of Resolution No. 2015-1469.

ATTACHMENT:

Resolution No. 2015-1469

**ITEM 4 ATTACHMENT
RESOLUTION NO. 2015-1469**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, IN FULL SUPPORT FOR DEPUTY SHERIFF PERSONNEL TO RECRUIT, HIRE, TRAIN AND DEPLOY THE BEST QUALIFIED INDIVIDUALS TO HELP PROVIDE THE HIGHEST PUBLIC SAFETY SERVICES FOR THE RESIDENTS AND BUSINESSES OF THE CITY.

WHEREAS, Residents and businesses in our City deserve and expect the highest quality public safety services to protect lives and property; and,

WHEREAS, Future economic development in our community depends on both the perception and the reality of quality public safety services provided by full deployment of our deputy sheriffs; and,

WHEREAS, Los Angeles County Sheriff's Department records indicate the agency is 1,800 deputy sheriffs below the level authorized and funded by the County Board of Supervisors; and

WHEREAS, Deputy personnel shortages countywide and in some contract cities have frequently and negatively impacted the public safety services provided by the Sheriff's Department; and,

WHEREAS, Some cities are experiencing an increase in crime rates, causing City Councils to request additional patrol personnel which the Sheriff's Department is unable to fulfill due to staffing shortages; and,

WHEREAS, Recruiting, training and deploying highly skilled and fully qualified deputy sheriff personnel should be the highest priority for the County of Los Angeles and the Sheriff's Department; and,

WHEREAS, Securing the highest caliber of deputy sheriff personnel to work in our community is dependent on the ability of the Sheriff's Department to attract the best and brightest candidates; and,

WHEREAS, A key factor in recruiting highly skilled and fully qualified individuals to become LA County deputy sheriffs requires competitive pay and benefits for deputy sheriff personnel;

THEREFORE, be it resolved, that the City Council of the City of Calabasas is in full support and agreement with the Association for Los Angeles Deputy Sheriffs to provide competitive pay and benefits for deputy sheriff personnel to recruit, hire,

train and deploy the best qualified individuals to help provide the highest public safety services for the residents and businesses of our City.

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

PASSED, APPROVED AND ADOPTED this 26th day of August, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



CITY of CALABASAS

Budget Presentation FY 2015-16 & 2016-17



**General Fund, O&M
Personnel, Capital Improvements**

August 26, 2015



Budget Highlights and Assumptions - General Fund



1. Property Tax is expected to grow at the Prop 13 limit of 2%.
2. Sales Tax assumes \$0 from *Spirent Communications*, \$0 from annexation efforts; 2% increase in anticipated sales volume.
3. Includes a Cost of Living Adjustment (COLA) for full-time employees at 1.35%.
4. Inflation factor of 2.0% used for contracts, equipment, utility costs, etc..
5. Investment interest rate = 1.875%.
6. Full-time positions – excludes Council 75.3
Part-time (Full-time Eq.) positions 17.0
 Total FTEs 92.3
7. Increase cost for LA County Sheriff Services by \$244K to \$4.493M.
8. Includes \$25.7M for Capital Improvement Projects (CIPs) – mostly Measure R.
9. Transfers \$300K to the Storm Damage Fund from *Management Reserve* to reduce the current negative balance.
10. **RESULT – Projected revenue is (\$165K) less than projected expenditure spending for the upcoming fiscal year. Over the next 5 fiscal years, the General Fund is on track to decrease by (\$2.3M) – Sr. Center expenses (new); decreased sales tax base (Spirent Communications); escalating costs (Sheriff Services, insurance, utilities, etc.); and future Civic Center Debt Service Payments.**





CITY of CALABASAS

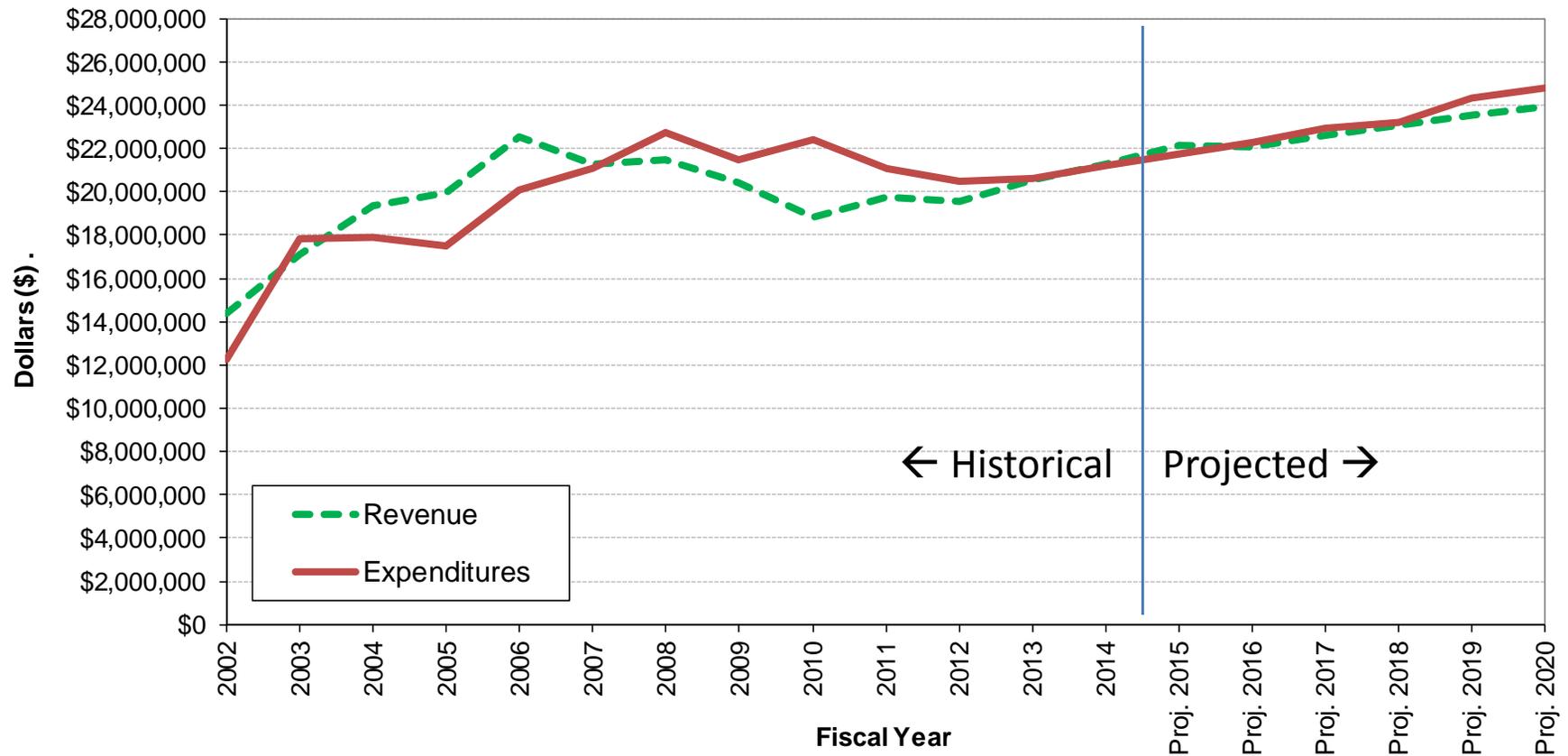


Historical Revenue & Expenditure Information Fund Balance History Budget Summary



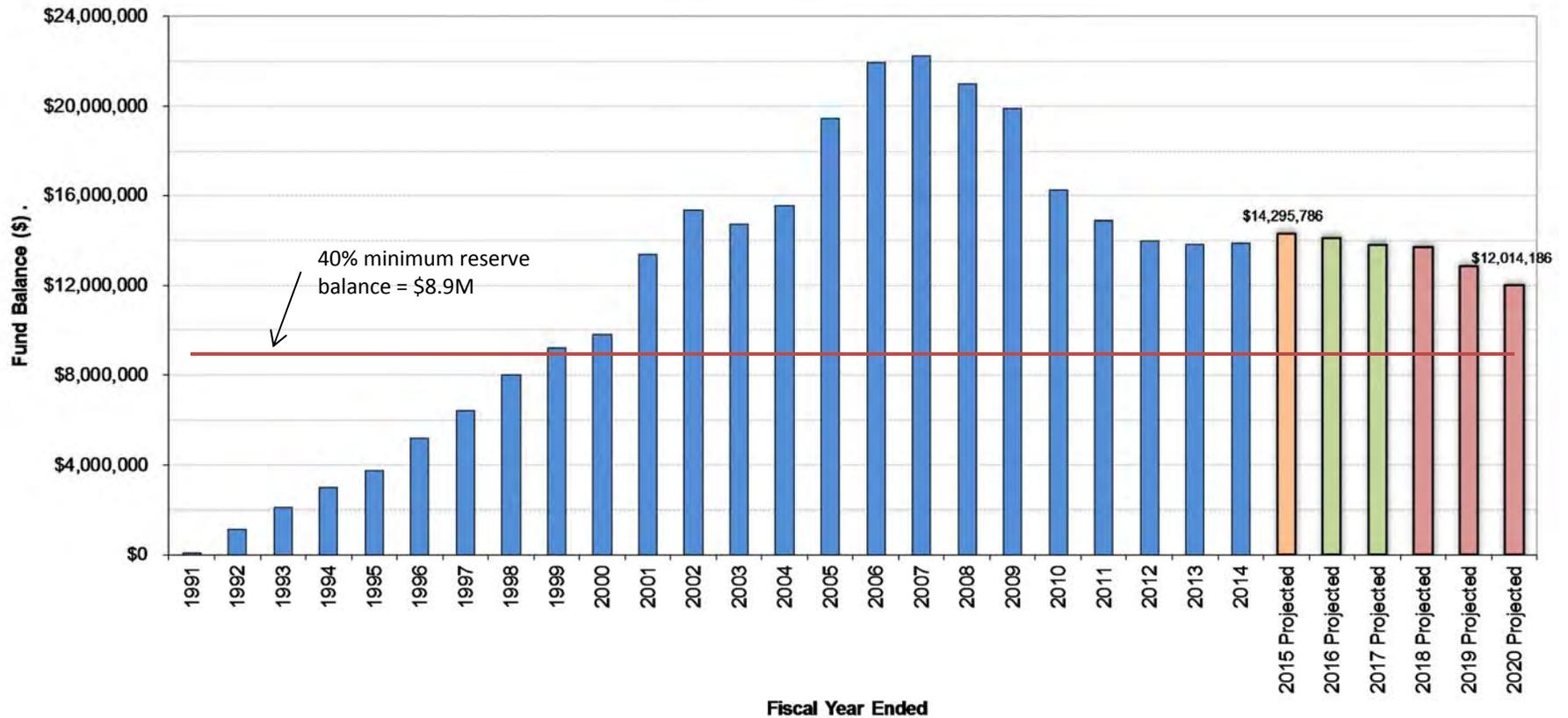


Historical & Projected Revenue & Expenditures





General Fund - Fund Balance History





Change in Fund Balance - Contributory Factors



1. *Spirent Communications* relocated outside of the City limits, taking nearly \$600K of annual sales tax revenue with it. Annexation and/or negotiation efforts could result in recapturing lost property and sales tax revenue for that business.
2. Annexation efforts for *Craftsman's Corner* could result in increased property and sales tax revenue, offset by the cost of services which will be provided to that area if/when it becomes part of the City.
3. Annual debt service payments of \$473K for Creekside Park will cease on December 2016.
4. In FY 2019, annual debt service payments for the Civic Center will increase by approximately \$1.1M per year, then remain steady at ~\$2.6M per year through 2041.
5. No new sources of revenue to pay for on-going Sr. Center operations and maintenance costs (~\$626K per year).
6. Sheriff Services increased by \$238K from the previous year.



Budget Summary - Change in Fund Balance



	APPROVED	PROJECTED	PROPOSED	
	Budget 2014-15	Actuals 2014-15	Budget 2015-16	Budget 2016-17
Revenue	\$22,594,800	\$22,150,700	\$22,096,900	\$22,619,200
Expenditures				
Personnel Services	\$9,643,900	\$9,462,000	\$9,555,300	\$10,202,800
Supplies & Services	7,299,200	7,130,800	7,051,300	7,020,200
Sheriff Services	4,249,200	4,150,700	4,493,200	4,583,100
Sub-Total - Operational Costs	\$21,192,300	\$20,743,500	\$21,099,800	\$21,806,100
Capital Outlay	\$186,000	\$141,000	\$230,200	\$186,100
Discretionary	895,400	862,600	931,400	934,100
Total Expenditures	\$22,273,700	\$21,747,100	\$22,261,400	\$22,926,300
Change to Fund Balance	\$321,100	\$403,600	(\$164,500)	(\$307,100)





Revenue





Revenue Summary



	APPROVED	PROJECTED	PROPOSED	
	Budget 2014-15	Actuals 2014-15	Budget 2015-16	Budget 2016-17
Sales Tax	\$6,825,400	\$6,201,095	\$6,196,900	\$6,320,800
Utility Tax	3,507,900	3,286,101	3,296,900	3,362,800
Property Tax	3,119,300	3,148,571	3,211,500	3,275,700
Automobile Registration Fees	2,051,500	2,102,233	2,144,300	2,187,200
Transient Occupancy Tax	1,564,000	1,658,030	1,691,200	1,725,000
Fees	1,426,300	2,012,267	1,592,300	1,623,500
Creskside	951,200	848,157	881,200	901,200
Franchise Fees	797,300	866,177	818,700	824,700
Parks & Rec	862,400	825,911	855,000	913,000
Other	742,200	543,792	714,000	689,500
Interest Income	279,300	229,553	260,100	271,100
Fines & Forfeitures	185,300	214,791	216,500	219,000
Transfer Tax	282,700	213,984	218,300	222,700
Senior Center	0	0	0	83,000
TOTAL REVENUE	\$22,594,800	\$22,150,664	\$22,096,900	\$22,619,200

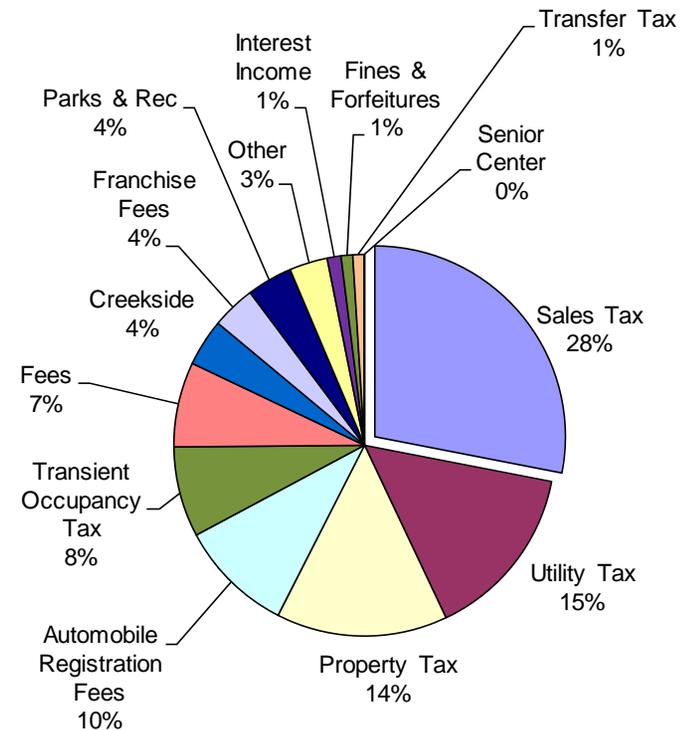




Revenue Summary



	Proposed 2015-16
Sales Tax	\$6,196,900
Utility Tax	3,296,900
Property Tax	3,211,500
Automobile Registration Fees	2,144,300
Transient Occupancy Tax	1,691,200
Fees	1,592,300
Creekside	881,200
Franchise Fees	818,700
Parks & Rec	855,000
Other	714,000
Interest Income	260,100
Fines & Forfeitures	216,500
Transfer Tax	218,300
Senior Center	0
TOTAL REVENUE	\$22,096,900





Expenditures

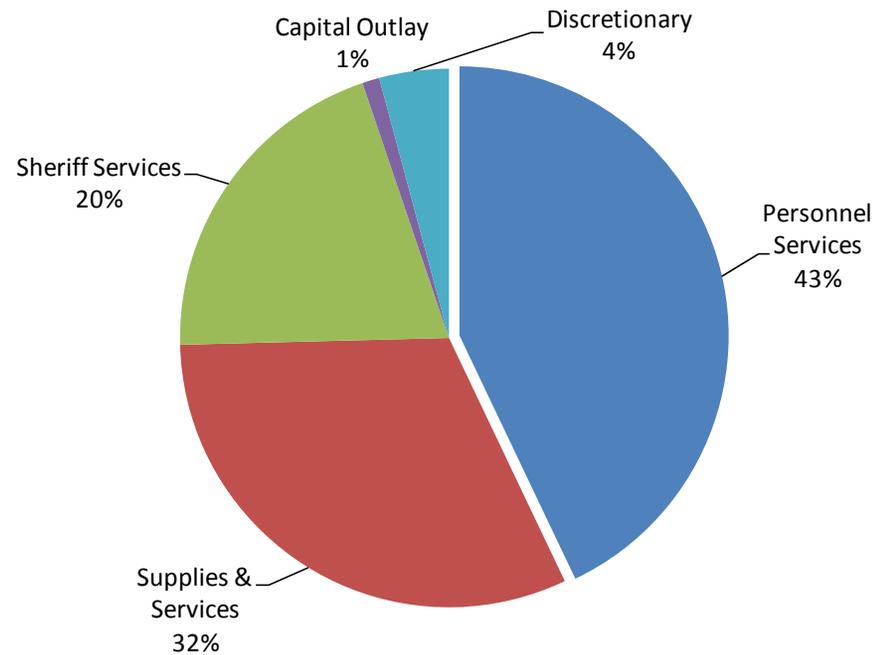




Expenditures by Account Class



	Proposed 2015-16
Personnel Services	\$9,555,300
Supplies & Services	7,051,300
Sheriff Services	4,493,200
Capital Outlay	230,200
Discretionary	931,400
TOTAL EXPENDITURES	\$22,261,400





Payroll & Vendor Services



	APPROVED	PROJECTED	PROPOSED	
	Budget 2014-15	Actuals 2014-15	Budget 2015-16	Budget 2016-17
Full Time Salaries	\$6,113,800	\$6,053,100	\$6,151,000	\$6,547,300
Full Time Employee Overtime	37,500	48,800	49,800	50,800
Benefits	1,728,700	1,702,700	1,694,300	1,793,900
Retirement Benefits	64,000	65,700	64,000	64,000
Employer Taxes	887,100	855,500	848,100	951,600
Temporary Employees	661,600	587,400	596,600	636,600
Temporary Employee Overtime	0	200	0	0
Auto Allowance	49,200	48,300	49,200	49,200
457 Match	102,000	100,300	102,300	109,400
Total Payroll & Payroll Related Costs	\$9,643,900	\$9,462,000	\$9,555,300	\$10,202,800
Sheriff Services	\$4,249,200	\$4,150,700	\$4,493,200	\$4,583,100
Contractual Services	1,285,600	1,548,200	1,511,800	1,337,600
Total Vendor Services	\$5,534,800	\$5,698,900	\$6,005,000	\$5,920,700
TTL PAYROLL & VENDOR SERVICES	\$15,178,700	\$15,160,900	\$15,560,300	\$16,123,500





Programs Funded in this Budget



	PROPOSED Budget 2015-16	PROPOSED Revenue 2015-16	NET COST 2015-16
City Council Discretionary Spending	\$25,000	\$0	\$25,000
City Council Events & Conferences	15,000	0	15,000
Contribution to PFA / PFCs	250,000	0	250,000
Contribution to Chamber of Com	16,000	0	16,000
Neighbors in Need	25,000	0	25,000
Relay for Life	5,000	0	5,000
Art Rental	7,700	0	7,700
Open Space & Environmental Prg	20,000	0	20,000
Business Meetings & Conferences	20,000	0	20,000
Special Events	23,500	0	23,500
School Safety	13,400	0	13,400
Crossing Guard	86,300	0	86,300
School Programs	7,500	0	7,500
Senior Rental Voucher	87,900	0	87,900
Tickets / Pre-sale	15,200	2,000	13,200
July 4th	69,700	26,300	43,400
Egg Stravaganza	9,200	0	9,200
Movie Under the Stars	1,000	0	1,000
Teen Events	10,000	0	10,000
Holiday Gala Event	14,000	0	14,000
Pumpkin Festival Exp.	100,000	74,700	25,300
Calabasas Musical Programs	50,000	0	50,000
Calabasas Fine Arts Festival Exp.	45,000	41,700	3,300
Film Festival	15,000	0	15,000
TOTAL	\$931,400	\$144,700	\$786,700





Capital Improvement Projects



	Proposed Budget		FY 2015-16 Funding Sources		FY 2016-17 Funding Sources	
	2015-16	2016-17	General Fund	Other Funds	General Fund	Other Funds
Bus Acquisition	\$229,000	\$0	\$0	\$229,000	\$0	\$0
Calabasas Park Gateway Project	500,000	0	0	500,000	0	0
Citywide Guardrails	100,000	100,000	100,000	0	100,000	0
Las Virg Scenic MeasR	4,900,000	0	0	4,900,000	0	0
Las Virgenes/US101 Intersection MeasR	500,000	0	0	500,000	0	0
Lost Hills O/P & Intchg MeasR	13,000,000	14,000,000	0	13,000,000	0	14,000,000
Mulh Hwy Wide Design MeasR	3,700,000	0	0	3,700,000	0	0
Placard Replacement Program	25,000	0	25,000	0	0	0
Mulholland Hwy Gap Closure	100,000	445,000	0	100,000	0	445,000
Park & Ride - Old Town MeasR	700,000	0	0	700,000	0	0
STATE - Catch Basin Screens	1,200,000	0	0	1,200,000	0	0
STATE - LV Creek RestoreDesign	250,000	1,590,000	0	250,000	0	1,590,000
Street - Rubberized Overlay	480,000	630,000	0	480,000	0	630,000
Street-Rubberized Overly Desgn	20,000	20,000	0	20,000	0	20,000
Tree Planting	25,000	25,000	25,000	0	25,000	0
Total CIP Projects	\$25,729,000	\$16,810,000	\$150,000	\$25,579,000	\$125,000	\$16,685,000



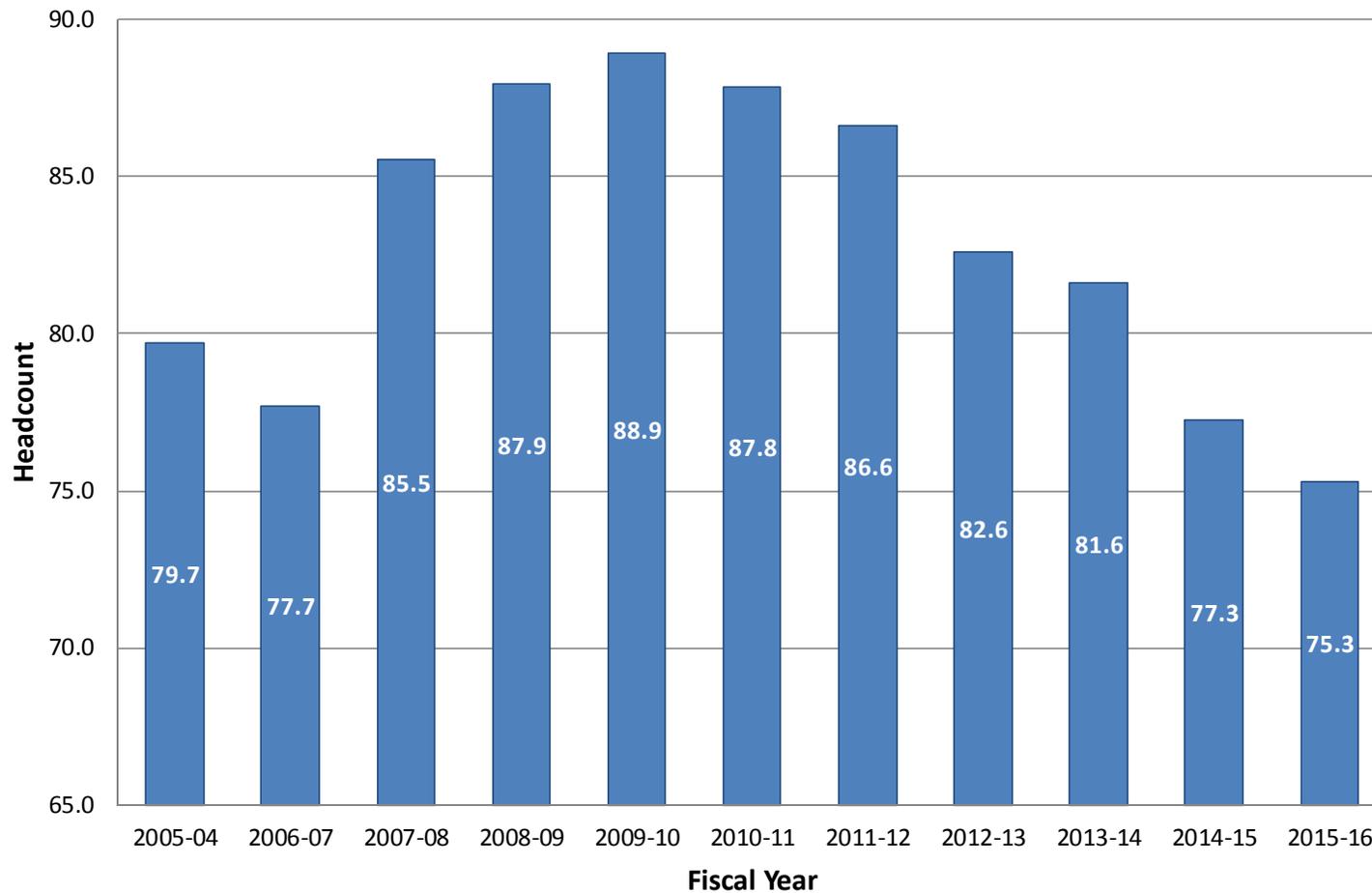


Headcount Information



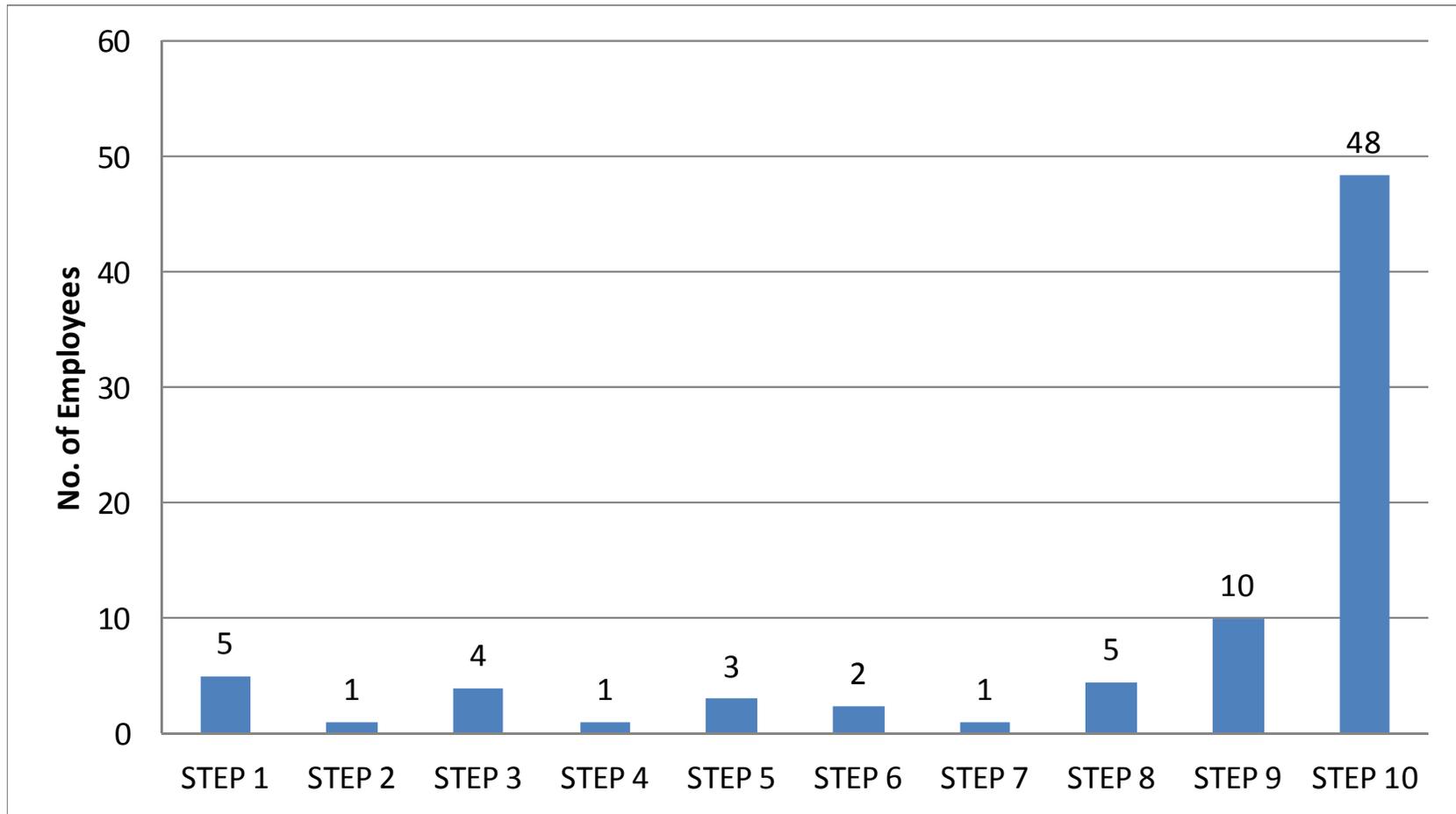


General Fund Full-time Employee Headcount (Excludes Council)





General Fund Full-time Employees by Step (Includes Council – Step 1)





Special Division Accounting

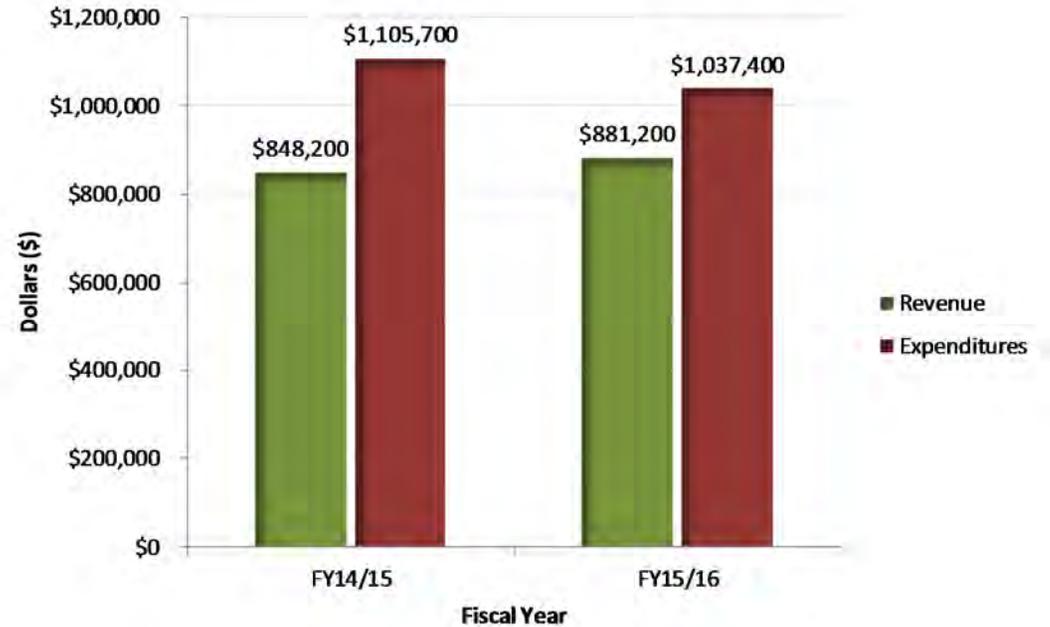




Creekside Preschool – Revenue & Expenditures



	Estimate <u>FY14/15</u>	Budget <u>FY15/16</u>
REVENUE		
Preschool Registration	\$847,500	\$880,000
Creekside Classes	\$700	\$900
Facility Rental	\$0	\$300
TOTAL REVENUE	\$848,200	\$881,200
EXPENDITURES		
Operations & Maintenance		
Telephone	\$2,300	\$2,400
Office Supplies	\$3,600	\$6,500
Special Dept Sup	\$70,700	\$60,800
Printing	\$1,700	\$2,100
Dues and Memberships	\$0	\$0
Postage / Courier Service	\$0	\$0
Contractual Svcs	\$24,200	\$20,700
School Programs	\$3,100	\$0
Special Community Services	\$0	\$0
State Mandates	\$0	\$0
Business Mtg & Conf	\$0	\$0
Custodial Supplies	\$9,200	\$11,000
Refunds - Deposits & Overpays	\$0	\$0
Mileage Reimbursement	\$0	\$0
Capital Outlay	\$0	\$0
Total Operations & Maintenance	\$114,800	\$103,500
Personnel Costs ^{(1) (2)}		
Full Time Employees	\$886,000	\$827,700
Part Time Employees	\$104,900	\$106,200
Total Personnel Costs	\$990,900	\$933,900
TOTAL EXPENDITURES	\$1,105,700	\$1,037,400
Annual Surplus / (Shortfall)	(\$257,500)	(\$156,200)
	-23.3%	-15.1%

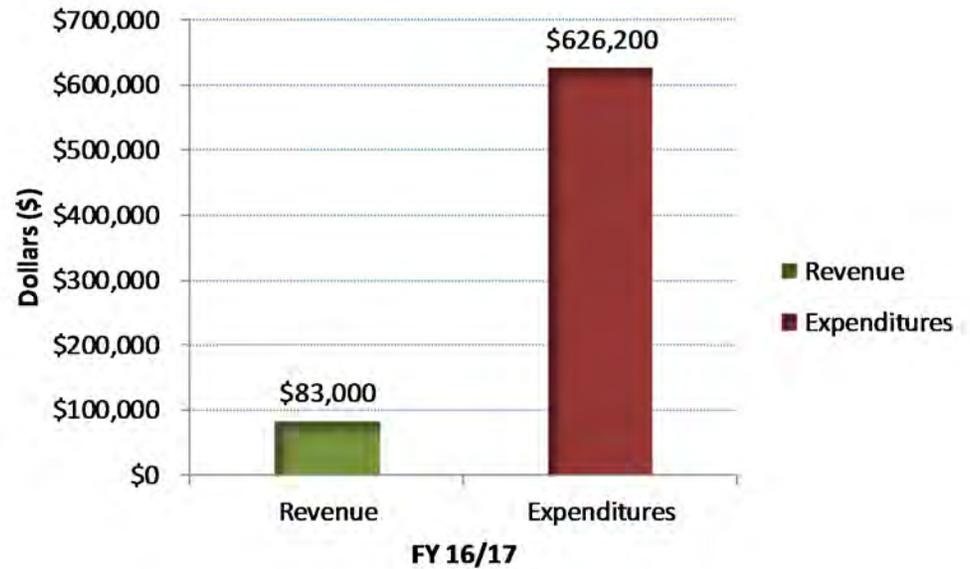




Senior Center – Revenue & Expenditures



	Budget <u>FY16/17</u>
REVENUE	
Sr. Center Membership	\$0
Sr. Center Rentals	20,000
Sr. Center Daily Fees	0
Sr. Center Program Fees	63,000
TOTAL REVENUE	\$83,000
EXPENDITURES	
Operations & Maintenance	
Event Insurance	\$3,000
Telephone	4,000
Office Supplies	5,000
Special Dept. Supplies	40,000
Printing	20,000
Dues and Memberships	1,000
State Required Fingerprinting	500
Postage	3,500
Utilities - Electric	30,000
Utilities - Water	4,000
Utilities - Gas	4,000
Cable/Satellite TV	4,500
Contract Instructors	60,000
Contractual Services	25,000
Custodial Supplies	10,000
Mileage Reimbursement	1,500
Total Operations & Maintenance	\$216,000
Personnel Costs	
Full Time Employees	\$370,200
Part Time Employees	40,000
Total Personnel Costs	\$410,200
TOTAL EXPENDITURES	\$626,200
Annual Surplus / (Shortfall)	(\$543,200)
	-86.7%





Fund Balances

(All City Funds)





Projected Fund Balances – Entire City



Fund No.	Fund Description	(a) Projected Fund Balance June 2015	(b) Revenue	(c) Expenditures	(a) + (b) - (c) Projected Fund Balance June 2016
10	General Fund	\$14,295,786	\$22,096,900	\$22,261,400	\$14,131,286
11	Refundable Deposits	0	441,300	366,400	74,900
12	South Coast Air Quality Management District	75,481	31,500	23,100	83,881
13	Park & Recreation Improvements	117,162	42,200	40,000	119,362
14	AB 939	1,411,369	228,300	104,700	1,534,969
15	Gas Tax	858,953	540,500	500,000	899,453
16	Developer Impact Fees	3,196,335	100,700	0	3,297,035
18	Affordable Housing	1,586,266	29,700	0	1,615,966
19	Las Virgenes/ Lost Hills B&T	3,401,022	7,500	3,000,000	408,522
20	Prop A	403,552	434,600	384,600	453,552
21	LMD 22 - Common Benefit Areas	2,307,598	1,670,300	1,784,900	2,192,998
22	Landscape Maintenance District #22	597,981	2,733,100	3,006,650	324,431
24	Landscape Maintenance District #24	228,927	194,000	199,000	223,927
25	Prop C	86,804	371,900	314,400	144,304
26	TDA	6,312	29,700	36,000	12
27	Landscape Maintenance District #27	103,579	32,600	170,600	-34,421
28	Library	226,302	2,101,900	1,832,900	495,302
29	Transportation Programs	-9,547	895,800	892,300	-6,047
30	Storm Damage	-1,443,200	278,600	0	-1,164,600
32	Landscape Maintenance District #32	7,052	33,900	33,900	7,052
33	Used Oil Grants	-10,367	14,000	2,500	1,133
34	Measure R - Local Return	344,630	259,300	109,600	494,330
36	Grants	-1,569,868	1,798,000	1,743,000	-1,514,868
38	Cops- AB 3229 Grant	-10,684	100,000	89,000	316
39	Measure R - MTA	0	20,000,000	20,000,000	0
40	Capital Improvement	0	25,729,000	25,729,000	0
41	Senior Center Construction	0	3,955,889	3,650,289	305,600
42	Civic Center Capital Replacement	1,039,796	19,300	10,000	1,049,096
48	Library Capital Replacement	513,109	9,500	8,500	514,109
50	Tennis & Swim Center Operation	619,946	4,048,700	3,841,900	826,746
60	Management Reserve	4,987,447	87,900	300,000	4,775,347
65	Oak Tree Mitigation	158,687	23,600	9,300	172,987
80	CFD 98-1	2,301,200	860,800	817,700	2,344,300
83	2005 COP (Refunding 1999 COP)	402,500	465,900	465,900	402,500
84	CFD 2006 (The Oaks Mello-Roos)	3,239,396	1,848,000	1,787,300	3,300,096
85	2006 COP (Civic Center Construction)	0	10,600	3,000	7,600
87	2015 COP (Civic Center Project)	5,600,000	1,643,800	5,249,089	1,994,711
Total		\$45,012,300	\$93,315,489	\$98,851,928	\$39,475,861



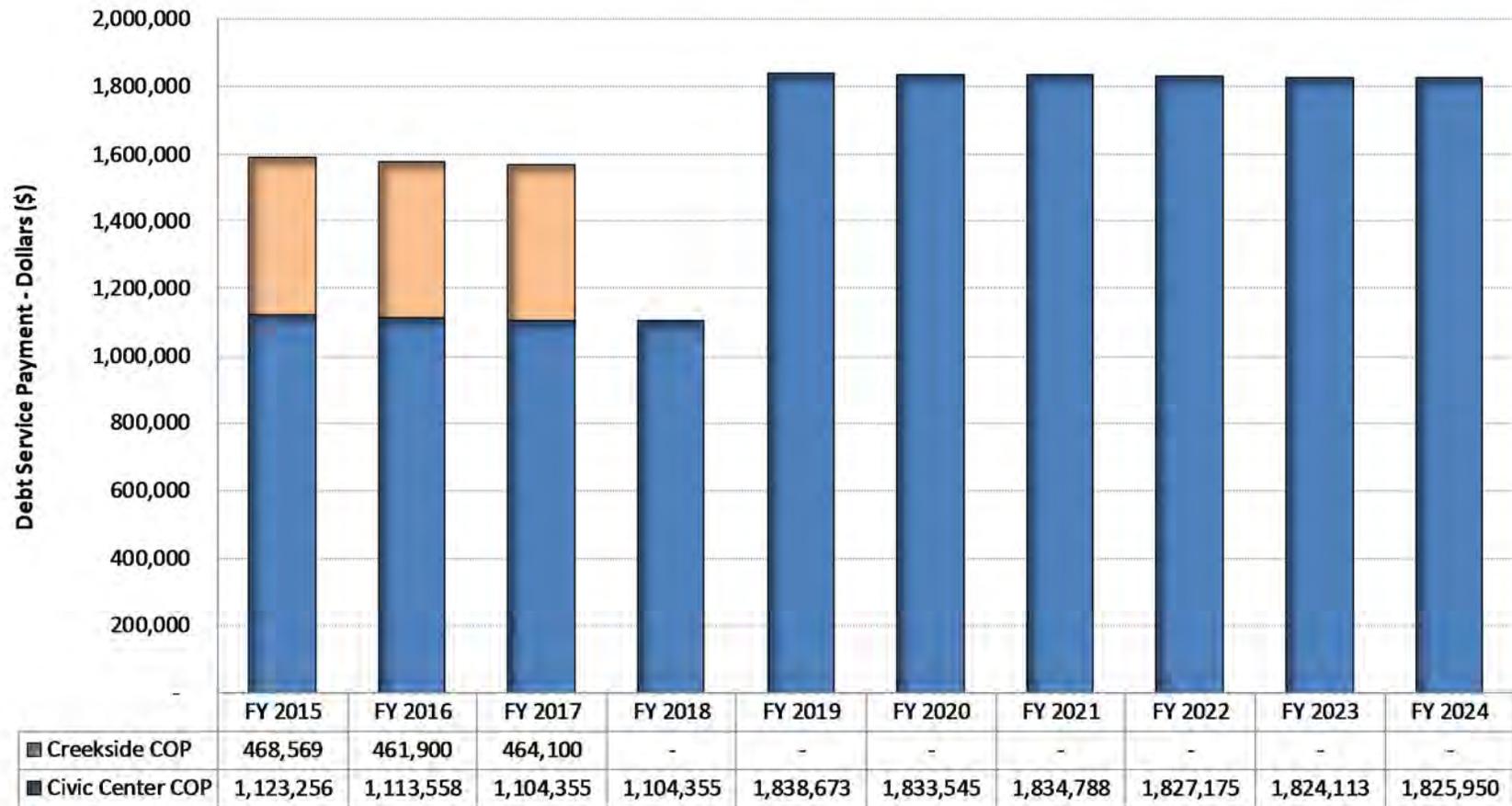


Supplemental Information





Certificate of Participation Debt Service Payments





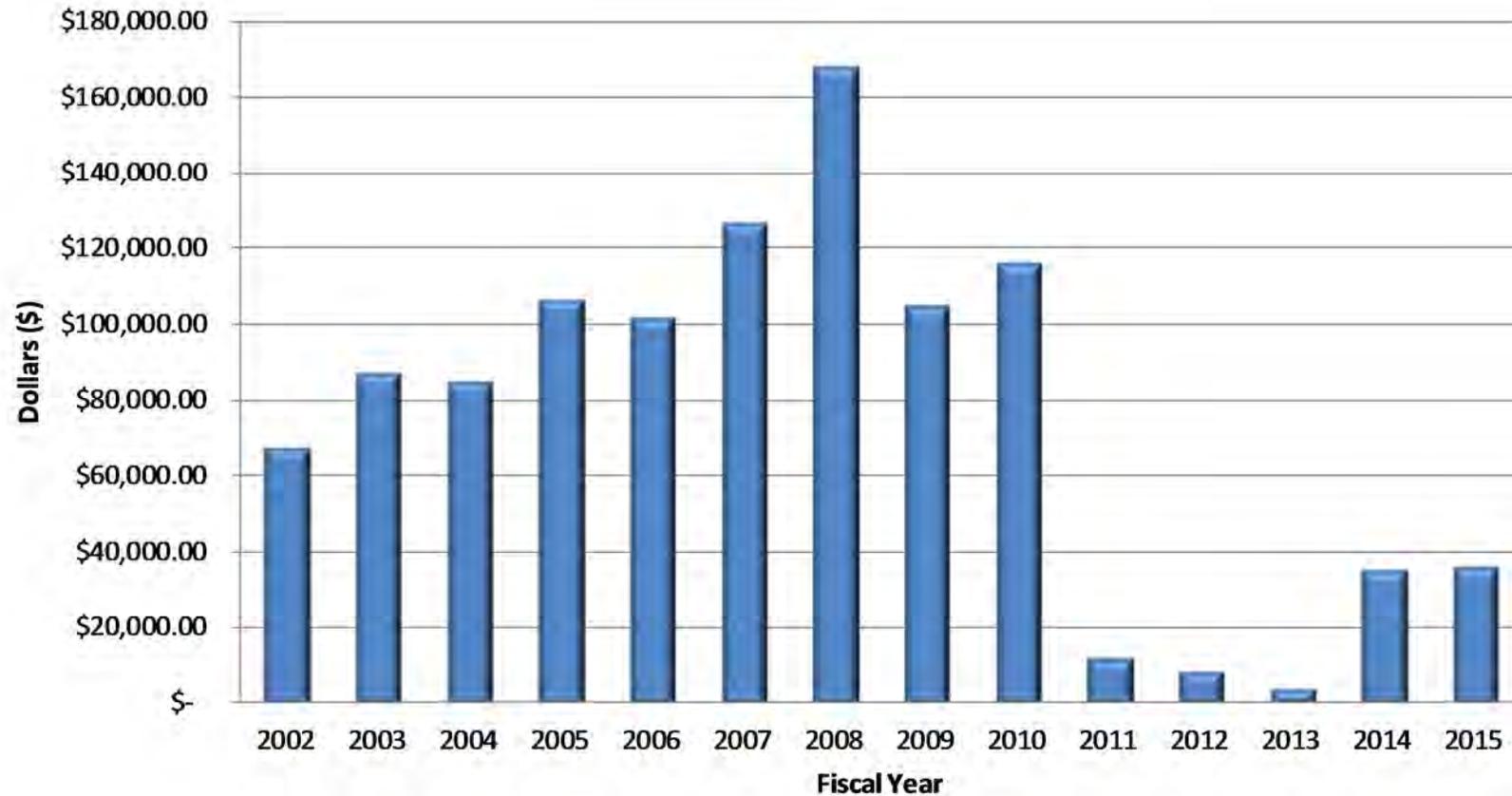
Support for Schools



<u>Program Description</u>	<u>Amount</u>
School Resource Deputy	\$239,500
Title I Grants	156,000
Fixed Shuttle	130,000
School Grants	94,000
Crossing Guard Program	90,400
J-Team and STOPP Program	82,900
Calabasas HS Performing Arts Theatre Rental	60,000
STAR Deputy	54,100
Joint Use Agreement - A.E. Wright & A.C. Stelle	47,100
Before and After School Aides	13,400
School Safety Program	12,000
Facility Rentals	6,400
Capital Purchases - Maintenance Items	4,000
School Programs	7,500
Walk-To-School Program	1,500
Bus Pass Processing	500
Flu Clinic Services	400
TOTAL AMOUNT PAID	\$999,700



Business Meeting & Conference Cost History





CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 17, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: SPARKY COHEN, BUILDING OFFICIAL *SC.*

SUBJECT: INTRODUCTION OF ORDINANCE NO. 2015-327, ADDING SUBSECTION D TO SECTION 15.04.740 AND SUBSECTION D TO SECTION 15.4.580 OF THE CALABASAS MUNICIPAL CODE AMENDING ARTICLE 690 OF THE CALIFORNIA ELECTRICAL CODE AND CALIFORNIA PLUMBING CODE SECTION 103, RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

MEETING DATE: AUGUST 26, 2015

SUMMARY RECOMMENDATION:

That the City Council introduce Ordinance 2015-327 of the City of Calabasas adding sub-section (d) to Section 15.04.740 and subsection (d) to Section 15.04.580 of the Municipal Code relating to expedited permitting procedures for small residential rooftop solar systems by amending article 690 of the California Electrical Code and California Plumbing Code Section 103.

BACKGROUND:

Assembly Bill 2188 was recently signed into law, and amended California Government Code Section 65850.5 (a) making it the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs. Moreover, it provides a stern warning that the compliance with the intent of the law is every bit as important as the language stated therein. In furtherance of those objectives,

Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city must adopt an ordinance (“required ordinance”) that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

DISCUSSION/ANALYSIS:

California Government Code Section 65850.5 (a) establishes that the City shall administratively approve applications to install smaller solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install such solar energy systems is limited to the Building Official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety.

The City previously established a streamline process that meets all but one of the bench marks established under the new law (Number 4.) Those bench marks as are follows:

1. “Expedite the review of small residential rooftop solar energy system applications.”

The Guidebook recommends a maximum 1 – 3 day turnaround for plan check when a standard plan is utilized.

The City is already substantially compliant in this regard. We have created a standard plan available on-line, that if used, would in turn enable a same day over-the-counter approval and permit processing.

In addition, permittees that do not conform to the eligibility requirements, and or do not use a standard plan, have applications and plans submitted for plan check review and the review is completed within 2 days or less.

Last, Building and Safety does not distinguish one “green building” or “environmentally friendly” related project more important than another. Moreover, the Building and Safety Plan Check process for all small projects is an expedited process, the average turn-around plan check time is 3 - 5 days.

2. “Eligibility Checklists.” The required ordinance also directs the City’s Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and

authorizing the Building Official to administratively approve such applications.

The City is already substantially compliant in this regard and the Building and Safety website is comprehensive with solar system checklists and guideline information.

- 3. "California Solar Permitting Guidebook."** The City shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research.

The City is already substantially compliant in these regards; Building and Safety processes across the board are closely aligned with the recommendations. Our processes are available on line, and the Guidebook can be viewed via the following link:

[http://www.opr.ca.gov/docs/California Solar Permitting Guidebook Spring 2015.pdf](http://www.opr.ca.gov/docs/California_Solar_Permitting_Guidebook_Spring_2015.pdf)

- 4. "On-line permitting."** The required ordinance also mandates accepting and approving applications and construction plans electronically. It defines electronic submittal as e-mail, internet, or facsimile. It further recommends that same day plan review and permit issuance be provided through automatic software.

The City's Building and Safety Department does not have current capability to a) process on-line permits; b) view plans using existing monitors; or c) authorize an electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant.

The City is not currently capable of substantially complying with the mandate for submissions of these applications via the city's website, in California Government Code Section 65850.5 (a). As such, Staff from IT, City Clerk and Building and Safety have a plan in place to meet this objective through the expansion of the current Edgesoft permitting system and installation of larger monitors to permit plan viewing. As an interim measure, the City will accept applications for these expedited permits via email submissions, thereby complying with the intent of Government Code section 65850.5, subdivision (a).

5. **“Inspection Requests.”** Enable inspection requests online, provide for on-site inspection the next business day, if the next business day is not available, within next five business days. The Guidebook also encourages the City provides a two hour window for the inspection time.

The City is already substantially compliant in these regards; Building and Safety has a process for on-line inspection requests. After any request for an inspection is received for any project with a building permit, the inspection is performed the next day. For any project that requires a building permit and an inspection request has been received, they all can receive a two-hour inspection window.

6. **“One Inspection”**. The inspection of the solar energy system is limited to one final inspection. No preliminary or rough inspections shall be required. A separate Fire and Life Safety inspection may be performed if the City does not have an agreement in place with the local fire authority.

Building and Safety has a policy in place that will support implementation of the required one inspection mandate. Through the use of affidavits signed by the homeowner and the permit applicant, the City will relax inspection requirements that would otherwise be placed upon installation crews that would need to be on site for the inspection and moreover, the necessity for removing certain components of the system so verification of concealed components could be observed. Building and Safety has an agreement in place with the County of Los Angeles Fire Department, and all plan checking and inspections will be performed by City staff of the related solar systems.

FISCAL IMPACT/SOURCE OF FUNDING:

Fiscal Impact

It is estimated that the cost to add a new Edgesoft on-line permitting module to the current system software, and to increase monitor size will run between \$25,000 and \$30,000. Funds for the required upgrades to be compliant with State code are included in the 2015/016 Fiscal Year Budget for both the Community Development and Media Departments.

Source of Funding

Resolution No. 2011-1304, which was based upon a time and motion study, established a permit fee of \$291.00 for small photovoltaic solar electrical roof top mounted systems. The fee was readopted via resolution 2014-1430. The permit fee for solar water heating permit system has remained the same since 1991, at \$120.50.

These permit fees will not cover the cost of the upgrades required. Staff is currently researching amendments to the Building and Safety 1991 Fee Schedule which would address the growing disparity between permit fee revenues and staff/software/hardware expenditures; suggestions will be forwarded to the Council for discussion at a future meeting.

REQUESTED ACTION:

That the City Council introduce Ordinance 2015-327 of the City of Calabasas adding sub-section (d) to Section 15.04.740 of the Municipal Code relating to expedited permitting procedures for small residential rooftop solar systems by amending article 690 of the California Electrical Code and California Plumbing Code Section 103.

ATTACHMENTS:

1. Ordinance 2015-327
2. Assembly Bill 2188

ITEM 6 ATTACHMENT 1

ORDINANCE NO. 2015-327

AN ORDINANCE OF THE CITY COUNCIL, OF THE CITY OF CALABASAS CALIFORNIA, ADDING SUB SECTION D TO SECTION 15.04.740 AND SUBSECTION D TO SECTION 15.4.580 OF THE MUNICIPAL CODE AMENDING ARTICLE 690 OF THE CALIFORNIA ELECTRICAL CODE AND CALIFORNIA PLUMBING CODE SECTION 103, RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, Citing the desire to foster a “modernized and standardized permitting process” for small-scale residential solar energy systems, the State Legislature recently passed AB 2188 to amend the Solar Rights Act of 1978;

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code , declares the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5of Article XI of the California Constitution, but is instead a matter of statewide concern;

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems;

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

WHEREAS, The intent of this proposed Ordinance is to comply with Subdivision (g)(1) of Section 65850.5 of the California Government Code by amending Article 690 of the California Electrical Code in order to implement an expedited, streamlined permitting process for small residential rooftop solar energy systems;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature as the actions create an expedited permitting process for certain small residential rooftop

solar energy systems as required by statute and will enhance, and not adversely affect the environment in any manner by promoting the development of small residential rooftop solar energy systems;

WHEREAS, this Ordinance does not impose a more restrictive California Electrical or Plumbing Code Standard based upon local climatic, geographical or topographical findings and is solely intended to create an administrative process to comply with Subsection (a) of Section 65850.5 of the California Government Code;

NOW, THEREFORE, in order to comply with Section 714 of the Civil Code and Section 65850.5 of the Government Code,

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

SECTION 1. Subsection D., is hereby added to the Calabasas Municipal Code Section 15.04.740 to read as follows:

Article 690.1(A) is hereby added to the California Electrical Code for the City of Calabasas as follows:

**“EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS”**

1. A “small residential rooftop solar energy system” means all of the following:
 - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
 - 1.2 A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
 - 1.3 A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.

2. The following definitions apply to this article:

- 2.1 "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
 - 2.2 "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
 - 2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
3. The city shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

7. The small residential rooftop solar energy system eligibility checklist developed and promulgated by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.
8. "Electronic submittal" means the utilization of one or more of the following:
 - 8.1. E-mail,
 - 8.2. The internet,
 - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
 - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

SECTION 2. Subsection D., is hereby added to the Calabasas Municipal Code Section 15.04.580 to read as follows:

Section 103.9 is hereby added to the California Plumbing Code for the City of Calabasas as follows:

**"EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS"**

1. A "small residential rooftop solar energy system" means all of the following:
 - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
 - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
 - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this code:

- 2.1 "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
 - 2.2 "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
 - 2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
3. The city shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting

Guidebook adopted by the Governor's Office of Planning and Research.

7. The small residential rooftop solar energy system eligibility checklist developed by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.
8. "Electronic submittal" means the utilization of one or more of the following:
 - 8.1. E-mail,
 - 8.2. The internet,
 - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
 - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all

deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

SECTION 3. CEQA. This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

SECTION 4. Certification. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

SECTION 5. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance is adopted by the City Council and shall take effect September 30, 2015. No portion of this ordinance shall cause any effect until September 30, 2015.

SECTION 7. Publication. The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED this day of , 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



AB-2188 Solar energy: permits. (2013-2014)

Assembly Bill No. 2188**CHAPTER 521**

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[Approved by Governor September 21, 2014. Filed with Secretary of State
September 21, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$2,000 over the system cost or a decrease in system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water subject to the provisions described above to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would instead define the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed \$1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state's Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the "implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern," the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an "obstacle" to the state's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

SEC. 2. Section 714 of the Civil Code is amended to read:

714. (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing

document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) "Solar energy system" has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.

SEC. 3. Section 65850.5 of the Government Code is amended to read:

65850.5. (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an

applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 17, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER
MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: COUNCIL DISCUSSION ON SENATE BILL 415 (HUESO); VOTER PARTICIPATION

MEETING

DATE: AUGUST 26, 2015

SUMMARY RECOMMENDATION:

As requested by Mayor pro Tem Bozajian and Councilmember Gaines, staff is providing the latest update on Senate Bill 415 (Hueso) (SB 415); voter participation.

BACKGROUND:

Of most concern is that SB 415 prohibits local governments, beginning January 1, 2018, from holding an election on any date other than a statewide election date if doing so in the past has resulted in turnout that is at least 25 percent below the average turnout in that jurisdiction in the last four statewide general elections, as specified.

Based on the results of the past four City’s General Municipal Elections, this law if approved, would mandate the City of Calabasas to hold and consolidate on a statewide election cycle.

Election Date	Election Type	Election Issue	# of Registered Voters	# of Absent Voters	% of Absent Voters	Total # of Ballots Cast	% of Voter Turnout
3/6/2007	General Municipal	Council (2)	12,836	1,120 (+ 50 prov)	9%	2,381	19%
3/3/2009	General Municipal	Council (3)	13,602	1,370 (+ 32 prov)	10.23%	2,562	19%
3/8/2011	General Municipal	Council (2)	14,184	1,775 (+ 89 prov)	13%	3,339	24%
3/5/2013	General Municipal	Council (3)	15,537	1,940 (+ 84 prov)	13%	3,384	22%

Staff reached out to the Registrar-Recorder/County Clerk (RR/CC) office to seek their position on SB 415. The RR/CCs recommendation to the Board of Supervisors is as follows:

*“The RR/CC indicates that this bill would prohibit political jurisdictions from holding an election on a date other than the date of statewide primary and general elections if it results in a significant decrease in voter turnout and allows courts to impose an appropriate remedy. There is some concern that the word “district” in proposed section 14051(a) may cause confusion down the line. If the authors are referring to “geographic areas of representation”, then the better word is “jurisdiction”. Also, proposed section 14056 would be clearer if “special elections” was defined to include office vacancies for unexpired terms, ballot measures, and recalls. Proposed section 14053 is also concerning as there is no reference to certification or official approval of systems. The County would be better protected if there was some mention of certification (e.g., “...and the upgrade of **state-certified** voting equipment or systems...”). Otherwise, the County could be subject to the imposition of something like cumulative voting. The inclusion of the 1/1/18 date is also problematic. If jurisdictions were to move*

en masse to a statewide general election during this year, then there could be great legal and technological impacts to both the jurisdictions and the RR/CC. Our new voting system may not be in place by then which would mean that our current system would have to handle such a change. The RR/CC would have to analyze ballot capacity and jurisdictions would have to know when to determine to extend the terms of office of current incumbents without even knowing for certain if our office could accommodate change in election dates. Overall, the Department believes there are significant language and operational concerns in this bill that need to be addressed. Therefore, we recommend a watch position."

In addition, neither the League of California Cities nor the City Clerks Association of California (CCAC) have taken a formal position on SB 415; hence, it is on their "Watch" lists.

Several entities have sent letters to the State opposing SB 415 with the following concerns, which would apply to our City should we be mandated to consolidate our General Municipal Election with the statewide election:

- **Major inconvenience to residents.** Those wishing to pull and file nomination papers would have to drive to the County Elections office in Norwalk to do so. All election related questions would also have to be directed to the County Elections office.
- **Increased Voter Wait Times / Longer Lines on Election Day.** Because of the longer ballot and/or multiple ballots for consolidated elections, longer wait times for voters, and increased confusions from multiple ballot cards are an inherent risk.
- **Slower Final Results.** The County has up to 30 days to certify the results of an election. We know the final results of our election in less than seven days; we typically hold the final count the Monday after the election. The timeliness of the final count and certification is especially important to us in a close race, and affects the efficiency of our City Council.
- **Local Candidates and Issues Lost in National and State races.** Articles, editorials, forums, air-time, campaign signs, and discussions would be focused on national and state races. Local races would get lost on the ballot as they would be competing with national and state candidates and issues.
- **Election Night Returns Slower.** On election night, we typically have all our ballots counted, and know the outcome, around 10:00 p.m. The County has 5,000 precincts to count, and some of our precincts may not be counted until very late in the evening, or in the early morning hours.
- **Loss of Community Event on Election Night.** We hold the election night ballot tabulation in our own City Civic Center. It is a community event with television coverage and host who interview various candidates.
- **Consolidated Elections are Typically More Expensive.** Stand-alone elections are typically much less expensive than consolidated elections, and would negatively impact the City's budget and expenses. For many cities, the cost of a consolidated election is over double what a stand-alone election would cost.

- **Unfunded Mandate.** By forcing the City to consolidate with the County, this legislation creates an unfunded mandate.

RECOMMENDATION:

That the Council review, discuss and direct staff as to their position on Senate Bill 415 (Hueso); voter participation.

ATTACHMENT:

Senate Bill 415 (Hueso) Senate Floor latest analysis

SENATE RULES COMMITTEE
Office of Senate Floor Analyses
(916) 651-1520 Fax: (916) 327-4478

SB 415

UNFINISHED BUSINESS

Bill No: SB 415
Author: Hueso (D), et al.
Amended: 6/23/15
Vote: 21

SENATE ELECTIONS & C.A. COMMITTEE: 4-1, 4/21/15
AYES: Allen, Hancock, Hertzberg, Liu
NOES: Anderson

SENATE FLOOR: 24-13, 5/7/15
AYES: Allen, Beall, Block, De León, Galgiani, Hall, Hancock, Hernandez,
Hertzberg, Hill, Hueso, Jackson, Lara, Leno, Leyva, McGuire, Mendoza,
Mitchell, Monning, Pan, Pavley, Roth, Wieckowski, Wolk
NOES: Anderson, Bates, Berryhill, Cannella, Gaines, Huff, Moorlach, Morrell,
Nguyen, Nielsen, Runner, Stone, Vidak
NO VOTE RECORDED: Fuller, Liu

ASSEMBLY FLOOR: 45-30, 7/16/15 - See last page for vote

SUBJECT: Voter participation

SOURCE: Author

DIGEST: This bill prohibits a local government, beginning January 1, 2018, from holding an election on any date other than a statewide election date if doing so in the past has resulted in turnout that is at least 25 percent below the average turnout in that jurisdiction in the last four statewide general elections, as specified

Assembly Amendments permit a political subdivision to continue to hold elections on dates other than statewide election dates after January 1, 2018, notwithstanding the provisions of this bill, if the political subdivision adopts a plan not later than January 1, 2018, to consolidate future elections with the statewide election not later than the November 8, 2022, statewide election.

ANALYSIS:

Existing law:

- 1) Provides that the following dates are "established election dates":
 - a) The second Tuesday of April in each even-numbered year;
 - b) The first Tuesday after the first Monday in March of each odd-numbered year;
 - c) The first Tuesday after the first Monday in June in each year; and,
 - d) The first Tuesday after the first Monday in November in each year.
- 2) Requires all state, county, municipal, district, and school district elections to be held on an established election date, except as specified. Provides that the following types of elections, among others, are not required to be held on an established election date:
 - a) Any special election called by the Governor;
 - b) Elections held in chartered cities or chartered counties in which the charter provisions are inconsistent with state election laws;
 - c) School governing board elections conducted pursuant to specified provisions of law;
 - d) Elections required or permitted to be held by a school district located in a charter city or county when the election is consolidated with a regular city or county election held in a jurisdiction that includes 95 percent or more of the school district's population;
 - e) County, municipal, district, and school district initiative, referendum, or recall elections;
 - f) Any election conducted solely by mailed ballot pursuant to specified provisions of law; and,
 - g) Elections held pursuant to specified provisions of law on the question of whether to authorize school bonds.
- 3) Requires a general law city to hold its general municipal election on an established election date or on the second Tuesday in April of each odd-numbered year, except as specified.

- 4) Requires a school district, community college district, or county board of education to hold the regular election to select governing board members on the first Tuesday after the first Monday of November in each odd-numbered year, or at the same time as the statewide direct primary election, the statewide general election, or the general municipal election, except as specified.
- 5) Requires the general district election held to elect members of the governing board of a special district to be held on the first Tuesday after the first Monday in November of each odd-numbered year, unless the principal act of the district provides for the general district election to be held on a different established election date, or on an established mailed ballot election date, as specified. Permits a special district to adopt a resolution requiring its general district election to be held on the same day as the statewide general election, upon approval of the county board of supervisors, as specified.
- 6) Permits a county or a city to provide for its own governance through the adoption of a charter by a majority vote of its electors voting on the question.
- 7) Permits a city charter to provide for the conduct of city elections. Grants plenary authority, subject to limited restrictions, for a city's charter to provide for the manner in which and the method by which municipal officers are elected.
- 8) Provides that a legally adopted city charter supersedes all laws inconsistent with that charter with respect to municipal affairs.

This bill:

- 1) Prohibits a political subdivision from holding an election other than on a statewide election date if holding an election on a non-concurrent date has previously resulted in turnout that is at least 25% less than the average voter turnout within that political subdivision for the previous four statewide general elections. Permits a voter who resides in a political subdivision where a violation of this requirement is alleged to file an action in the superior court in the county in which the political subdivision is located.
- 2) Permits a political subdivision to continue to hold elections on dates other than statewide election dates after January 1, 2018, notwithstanding the provisions of this bill, if the political subdivision adopts a plan not later than January 1, 2018, to consolidate future elections with the statewide election not later than the November 8, 2022, statewide election.

- 3) Requires a court, upon finding a violation of this bill, to implement appropriate remedies, including the imposition of concurrent election dates for future elections and the upgrade of voting equipment or systems to do so. Permits a court to require a county board of supervisors to approve the consolidation of elections, as specified, when imposing remedies.
- 4) Permits a prevailing plaintiff party in an action brought pursuant to this bill, other than the state or a political subdivision of the state, to recover reasonable attorney's fees and litigation expenses, including, but not limited to, expert witness fees and expenses as part of the costs, as specified. Prohibits a prevailing defendant party from recovering any costs unless the court finds the action to be frivolous, unreasonable, or without foundation.
- 5) Provides that the provisions of this bill do not apply to special elections.
- 6) Provides that this bill shall become operative on January 1, 2018.

Background

History of Established Election Dates: In 1973, the Legislature approved and Governor Reagan signed SB 230 (Biddle), Chapter 1146, Statutes of 1973, which created "regular election dates" (which subsequently were renamed "established election dates"). The concept behind having a regular election schedule that governed when most elections would be held was that such a schedule would encourage election consolidations, thereby potentially reducing election costs, and could encourage greater voter participation because voters would become used to voting on these regular election dates. SB 230 created five established election dates in each two-year cycle—three in even-numbered years (in March, June, and November), and two in odd-numbered years (in March and November).

One year after established election dates were first created, AB 4180 (Keysor), Chapter 1386, Statutes of 1974, added an additional established election date in May of odd-numbered years. The rationale for adding an established election date was that the eight-month gap between established election dates in March and November of odd-numbered years delayed many special local elections from taking place in a timely manner, including elections to fill vacancies, annexation elections, bond elections, and tax rate elections. Since that time, the exact dates that are established election dates have fluctuated, often moving to reflect changes in the date of the statewide primary election held in even-numbered years, though generally there have been at least three established election dates in each year.

Having multiple established election dates in each year, but specifying that many types of elections must be held on an established election date, reflects an attempt to balance the desire to hold most elections on a predictable, regular schedule, while still providing the flexibility to ensure that elections can occur in a timely manner when necessary.

On-Cycle vs. Off-Cycle Elections: Although existing law generally requires that regularly scheduled county elections be held at the same time as statewide elections, other local jurisdictions (e.g., cities, school districts, and special districts) have greater flexibility when deciding when to hold regularly scheduled elections that are held to elect governing board members. Elections that are held at the same time as statewide elections are often referred to as "on-cycle" elections, while elections held at other times are often referred to as "off-cycle" elections.

The degree to which local governments hold their elections on-cycle or off-cycle varies significantly throughout the state. Roughly 30 percent of the counties in California do not have regularly-scheduled off-cycle elections, because all the local jurisdictions in those counties hold their governing board elections at the same time as statewide elections. In other counties, large numbers of cities, school districts, and special districts hold their governing board elections off-cycle in November of odd-numbered years. A smaller number of local jurisdictions hold their regularly scheduled governing board elections on other permitted off-cycle dates.

Charter Cities: As noted above, the California Constitution gives cities and counties the ability to adopt charters, which give those jurisdictions greater autonomy over local affairs. Charter cities, in particular, are granted a great deal of autonomy over the rules governing the election of municipal officers. In fact, the Constitution grants "plenary authority," subject to limited restrictions, for a city charter to provide "the manner in which, the method by which, the times at which, and the terms for which the several municipal officers and employees...shall be elected or appointed." The Constitution further provides that properly adopted city charters "shall supersede all laws inconsistent" with the charter.

Los Angeles County and Limitations on Election Consolidations: Existing law requires all state, county, municipal, district, and school district elections that are held on a statewide election date to be consolidated with the statewide election, except that the Los Angeles County Board of Supervisors is allowed to deny a request for consolidation of an election with the statewide election if the voting system used by the county cannot accommodate the additional election. This unique provision allowing Los Angeles County to deny consolidation requests was

created through the passage of SB 693 (Robbins, Chapter 897, Statutes of 1985), in response to attempts by a number of cities in Los Angeles to move their municipal elections to the same day as statewide elections. Los Angeles County sought the ability to deny consolidation requests because its voting system could accommodate only a limited number of contests at each election, and the county was concerned that the move by cities to hold their elections at the same time as the statewide election would exceed the capacity of that voting system. Los Angeles County still uses a variant of the voting system that it used in 1985, though the county is currently developing a new voting system. One of the principles that the county has articulated to guide the development of its new voting system is having a system that has "sufficient technical and physical capacity to accommodate...consolidation of elections with local districts and municipalities." That voting system, however, may not be available for use countywide before 2020.

Some local jurisdictions have already taken steps to move the date of their elections in anticipation of Los Angeles County's new voting system. Earlier this year, voters in the city of Los Angeles and in the Los Angeles Unified School District approved ballot measures to move those jurisdictions' general elections so that they are held at the same time as statewide elections, beginning in 2020. Arguments in support of those measures indicated that such a timeline would allow local elections to be consolidated with federal and state elections.

While this bill will go into effect on January 1, 2018, recent amendments taken by the author allow a political subdivision to continue to hold its elections on dates other than statewide election dates after January 1, 2018, notwithstanding the provisions of this bill, if the political subdivision adopts a plan not later than January 1, 2018 to consolidate future elections with the statewide election beginning no later than November 2022. Based on Los Angeles County's current timeline for deploying its new voting system, these amendments should allow political subdivisions in that county to continue holding off-cycle elections until the county is able to accommodate additional election consolidations.

Special Elections: This bill explicitly provides that its provisions do not apply to special elections. As a result, special elections that are conducted by a political subdivision to fill a vacancy on that subdivision's governing board, or to vote on a local ballot measure, will not be required to occur at the same time as statewide elections, even if the turnout at special elections in the jurisdiction regularly is significantly lower than the turnout in that jurisdiction at statewide elections.

Related/Prior Legislation

AB 254 (R. Hernández) requires general law cities, school districts, community college districts, and special districts to hold their general elections and certain special elections at the same time as the statewide primary or statewide general election, or in June or November of odd-numbered years, beginning in 2020. AB 254 is currently in Senate Appropriations Committee.

FISCAL EFFECT: Appropriation: No Fiscal Com.: No Local: No

SUPPORT: (Verified 8/6/15)

California Common Cause
Southwest Voter Registration Education Project

OPPOSITION: (Verified 8/6/15)

Desert Water Agency

ARGUMENTS IN SUPPORT: According to California Common Cause: One of the greatest barometers for waning civic engagement in American politics is declining voter turnout in federal, state, and municipal elections. There are many potential contributing factors: general cynicism about government and elected officials, a decline in investment in civics education, and an increasingly transient society.

Yet there is one major contributing factor to low voter turnout – the timing of elections – that could be addressed with a relatively simple policy change. The Public Policy Institute of California surveyed 350 California cities and found that simply moving an election to be synchronized with the even year state elections can result in a 21-36 percent boost in voter turnout for municipal and other local elections. SB 415 accomplishes this goal by prohibiting municipalities from holding off-cycle elections if doing so results in a significant (25% or more) decline in voter turnout.

ARGUMENTS IN OPPOSITION: The Desert Water Agency (DWA) writes: DWA holds an election for its governing board in November of odd-numbered years. The Agency was asked many years ago by the Riverside County Elections Department to change...its election schedule due to the large size of the ballot when all elections were consolidated on a statewide election date. The November 2013 election turnout for DWA was 32.32%; the November 2014 statewide turnout for Riverside County was 34.52%. In comparison, voter turnout in Riverside County in the 2012 presidential election was nearly 75%, which would significantly skew the comparative analysis called for by SB 415 (an average of the previous four statewide elections).

Nevertheless, combining the DWA election with the statewide election would not likely result in greater voter participation....[A] review of voter analytics shows that voters are less likely to cast a vote as they move down the ballot, a phenomenon known as "roll-off." While this effect might be due to fatigue, it also might be due to the fact that contest saliency generally decreases with ballot positions. Voter fatigue would likely counteract any benefit of forcing local agencies to change election dates as they would fall to the end of a crowded ballot.

ASSEMBLY FLOOR: 45-30, 7/16/15

AYES: Alejo, Bloom, Bonilla, Bonta, Brown, Burke, Calderon, Campos, Chau, Chiu, Chu, Cooper, Dababneh, Daly, Dodd, Eggman, Frazier, Cristina Garcia, Eduardo Garcia, Gatto, Gipson, Gomez, Gonzalez, Roger Hernández, Holden, Jones-Sawyer, Levine, Lopez, Low, McCarty, Medina, Perea, Quirk, Rendon, Ridley-Thomas, Rodriguez, Salas, Santiago, Mark Stone, Thurmond, Ting, Weber, Williams, Wood, Atkins

NOES: Achadjian, Travis Allen, Baker, Bigelow, Brough, Chang, Chávez, Dahle, Beth Gaines, Gallagher, Grove, Hadley, Harper, Irwin, Jones, Kim, Lackey, Linder, Maienschein, Mathis, Mayes, Melendez, Obernolte, O'Donnell, Olsen, Patterson, Steinorth, Wagner, Waldron, Wilk

NO VOTE RECORDED: Cooley, Gordon, Gray, Mullin, Nazarian

Prepared by: Frances Tibon Estoista / E. & C.A. / (916) 651-4106
8/13/15 13:52:39

**** END ****



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 8/3/2015 to 8/13/2015

Date: 8/17/2015
Time: 6:22:36PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<u>Administrative Services</u>					
92326	8/13/2015	KRDILYAN/ANNIE//	REIMBURSE EDUC EXPS- SPRING 15	329.98	Administrative Services
92180	8/4/2015	AMSTAR EXPRESS, INC.	COURIER SERVICE	147.10	Administrative Services
Total Amount for 2 Line Item(s) from Administrative Services				\$477.08	
<u>Boards and Commissions</u>					
92256	8/12/2015	US BANK	VISA- RALPHS	16.58	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$16.58	
<u>City Council</u>					
92193	8/4/2015	ECONOMIC ALLIANCE	ANNUAL INVESTMENT	5,000.00	City Council
92329	8/13/2015	SHAPIRO/DAVID//	REIMB BUSINESS EXPENSES	544.89	City Council
92256	8/12/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
92256	8/12/2015	US BANK	VISA- STAPLES	114.44	City Council
Total Amount for 4 Line Item(s) from City Council				\$5,843.33	
<u>City Management</u>					
92256	8/12/2015	US BANK	VISA- HILTON GARDEN INN	2,116.80	City Management
92256	8/12/2015	US BANK	VISA- ICMA	1,400.00	City Management
92256	8/12/2015	US BANK	VISA- LA PAZ RESTAURANT	630.00	City Management
92285	8/12/2015	IDEAL GENERAL SERVICES, INC.	TRANSPORTATION SERVICES	492.00	City Management
92256	8/12/2015	US BANK	VISA- WOODRANCH BBQ	362.64	City Management
92256	8/12/2015	US BANK	VISA- PEDALERS FORK	202.12	City Management
92256	8/12/2015	US BANK	VISA- CORNER BAKERY	190.95	City Management
92256	8/12/2015	US BANK	VISA- MARMALADE CAFE	113.29	City Management
92256	8/12/2015	US BANK	VISA- TRADER JOES	101.26	City Management
92256	8/12/2015	US BANK	VISA- PARTY CITY	93.89	City Management
92256	8/12/2015	US BANK	VISA- GELSONS	42.66	City Management
Total Amount for 11 Line Item(s) from City Management				\$5,745.61	
<u>Civic Center O&M</u>					
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,617.04	Civic Center O&M





Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 8/3/2015 to 8/13/2015

Date: 8/17/2015
 Time: 6:23:05PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,800.33	Civic Center O&M
92231	8/4/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	911.49	Civic Center O&M
92231	8/4/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	910.06	Civic Center O&M
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	834.06	Civic Center O&M
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	769.91	Civic Center O&M
92219	8/4/2015	SIMPLEX GRINNELL	SECURITY MONITORING	733.02	Civic Center O&M
92181	8/4/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	662.30	Civic Center O&M
92181	8/4/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	662.29	Civic Center O&M
92274	8/12/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 15	500.00	Civic Center O&M
92220	8/4/2015	SOUTH COAST A.Q.M.D	OPERATING FEE FOR FY 15/16	346.54	Civic Center O&M
92195	8/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	328.82	Civic Center O&M
92195	8/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	328.81	Civic Center O&M
92274	8/12/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 15	250.00	Civic Center O&M
92239	8/5/2015	CLIMATEC BUILDING	HVAC SERVICES	246.24	Civic Center O&M
92239	8/5/2015	CLIMATEC BUILDING	HVAC SERVICES	246.23	Civic Center O&M
92256	8/12/2015	US BANK	VISA- AMTC	190.29	Civic Center O&M
92256	8/12/2015	US BANK	VISA- AMTC	190.29	Civic Center O&M
92252	8/5/2015	SOUTH COAST A.Q.M.D	EMISSION FEE FOR FY 14/15	121.44	Civic Center O&M
92256	8/12/2015	US BANK	VISA- HOME DEPOT	43.69	Civic Center O&M
92256	8/12/2015	US BANK	VISA- HOME DEPOT	10.98	Civic Center O&M
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M
Total Amount for 23 Line Item(s) from Civic Center O&M				\$28,718.83	

Community Development

92251	8/5/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	13,982.61	Community Development
92243	8/5/2015	G.I. INDUSTRIES	OIL RECYCLING PRG FY 14/15	8,503.86	Community Development
92273	8/12/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	3,171.25	Community Development
92251	8/5/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	1,735.00	Community Development
92228	8/4/2015	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	900.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	830.00	Community Development
92240	8/5/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	597.43	Community Development
92256	8/12/2015	US BANK	VISA- INT'L CODE COUNCIL	514.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	465.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	310.00	Community Development



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92256	8/12/2015	US BANK	VISA- IPHONE FIX1	199.43	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
92242	8/5/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
92309	8/12/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
92218	8/4/2015	SAVALA/ALEX//	REIMB - CODE ENFORCEMENT SUPP	118.81	Community Development
92188	8/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	53.68	Community Development
92188	8/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	46.33	Community Development
92188	8/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.98	Community Development
92188	8/4/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
92256	8/12/2015	US BANK	VISA- INT'L CODE COUNCIL	17.72	Community Development
92256	8/12/2015	US BANK	VISA- AMAZON.COM	11.91	Community Development
92246	8/5/2015	L.A. CO. ASSESSOR	MAPS AND POSTAGE	5.81	Community Development
Total Amount for 25 Line Item(s) from Community Development				\$36,296.16	

Community Services

92291	8/12/2015	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	22,523.00	Community Services
92190	8/4/2015	DMH ENTERPRISES	PERFORMANCE- CONCERT	3,500.00	Community Services
92215	8/4/2015	R P BARRICADE INC	EQUIPMENT RENTAL- JULY 4TH	2,876.65	Community Services
92260	8/12/2015	AMERICAN TROPHIES AND AWARDS	B-BALL TROPHIES	2,712.06	Community Services
92208	8/4/2015	MOVIES BY KIDS LLC	RECREATION INSTRUCTOR	2,688.00	Community Services
92192	8/4/2015	DSR AUDIO	SOUND/POWER- CONCERT	2,650.00	Community Services
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,260.56	Community Services
92226	8/4/2015	UNITED SITE SERVICES OF CA INC	RESTROOMS- JULY 4TH	1,542.36	Community Services
92186	8/4/2015	CONDOR SQUADRON	ENTERTAINMENT- JULY 4TH	1,200.00	Community Services
92191	8/4/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	779.25	Community Services
92256	8/12/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
92256	8/12/2015	US BANK	VISA- COSTCO	634.07	Community Services
92212	8/4/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
92256	8/12/2015	US BANK	VISA- 7 ELEVEN	426.37	Community Services
92178	8/4/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	391.24	Community Services
92256	8/12/2015	US BANK	VISA- UNITED RENTALS	366.54	Community Services
92256	8/12/2015	US BANK	VISA- SIGNS & SHAPES	350.00	Community Services
92215	8/4/2015	R P BARRICADE INC	EQUIPMENT RENTAL- JULY 4TH	297.95	Community Services
92226	8/4/2015	UNITED SITE SERVICES OF CA INC	RESTROOMS- CONCERT	288.86	Community Services



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92256	8/12/2015	US BANK	VISA- HOME DEPOT	256.65	Community Services
92256	8/12/2015	US BANK	VISA- SMART SIGNS	198.00	Community Services
92256	8/12/2015	US BANK	VISA- PAVILIONS	161.70	Community Services
92232	8/4/2015	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES	159.01	Community Services
92256	8/12/2015	US BANK	VISA- SHARKY'S	139.91	Community Services
92256	8/12/2015	US BANK	VISA- BARONES PIZZERIA	125.31	Community Services
92256	8/12/2015	US BANK	VISA- PARTY CITY	114.14	Community Services
92256	8/12/2015	US BANK	VISA- ITALIA DELI	87.97	Community Services
92256	8/12/2015	US BANK	VISA- SMART & FINAL	86.62	Community Services
92256	8/12/2015	US BANK	VISA- DIY	86.55	Community Services
92256	8/12/2015	US BANK	VISA- SMART & FINAL	85.94	Community Services
92215	8/4/2015	R P BARRICADE INC	EQUIPMENT RENTAL- JULY 4TH	82.20	Community Services
92258	8/12/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	76.21	Community Services
92261	8/12/2015	ANAYA/FELIPE//	REIMB MILEAGE - JUL 15	74.52	Community Services
92256	8/12/2015	US BANK	VISA- MALIBU LAUNDRY	57.50	Community Services
92256	8/12/2015	US BANK	VISA- HOLLYWOOD BOWL	45.00	Community Services
92256	8/12/2015	US BANK	VISA- TARGET	42.90	Community Services
92316	8/13/2015	ANAYA/FELIPE//	REIMB MILEAGE - JUN 15	37.26	Community Services
92276	8/12/2015	FILICE/LANA//	REIMB MILEAGE - JUL 15	35.65	Community Services
92256	8/12/2015	US BANK	VISA- ALBERTSONS	27.84	Community Services
92256	8/12/2015	US BANK	VISA- VONS	26.99	Community Services
92256	8/12/2015	US BANK	VISA- SPORTS AUTHORITY	26.86	Community Services
92224	8/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
92256	8/12/2015	US BANK	VISA- RALPHS	21.78	Community Services
92256	8/12/2015	US BANK	VISA- AGOURA LOCK TECH	19.55	Community Services
92256	8/12/2015	US BANK	VISA- TRADER JOES	18.91	Community Services
92256	8/12/2015	US BANK	VISA- RALPHS	13.08	Community Services
92256	8/12/2015	US BANK	VISA- HARBOR FREIGHTS	13.06	Community Services
92256	8/12/2015	US BANK	VISA- TARGET	8.59	Community Services
Total Amount for 48 Line Item(s) from Community Services				\$48,783.11	

Finance

92179	8/4/2015	ADP, INC	PAYROLL PROCESSING	2,701.93	Finance
92259	8/12/2015	ADP, INC	PAYROLL PROCESSING	1,093.41	Finance
92230	8/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	87.18	Finance
92256	8/12/2015	US BANK	VISA- CSMFO	75.00	Finance



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92315	8/13/2015	ADP, INC	PAYROLL PROCESSING	54.00	Finance
Total Amount for 5 Line Item(s) from Finance				\$4,011.52	
<u>Klubhouse Preschool</u>					
92256	8/12/2015	US BANK	VISA- COASTAL MEDIA GROUP	1,600.00	Klubhouse Preschool
92212	8/4/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- SMART & FINAL	427.89	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- AQUARIUM OF THE PACIFIC	426.90	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- DOTERRA	364.35	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- TARGET	234.19	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- SPORT CHALET	217.98	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- WALMART	163.47	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- HOME DEPOT	157.54	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- SMART & FINAL	131.04	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- UNDERWOOD FARMS	109.27	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- TARGET	99.08	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- LAKESHORE LEARNING	91.54	Klubhouse Preschool
92182	8/4/2015	ARROWHEAD	WATER SERVICE	87.15	Klubhouse Preschool
92234	8/5/2015	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
92234	8/5/2015	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
92224	8/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- CALIFORNIA SCIENCE CTR	39.00	Klubhouse Preschool
92256	8/12/2015	US BANK	VISA- DOLLAR TREE	10.90	Klubhouse Preschool
92182	8/4/2015	ARROWHEAD	WATER SERVICE	10.42	Klubhouse Preschool
Total Amount for 20 Line Item(s) from Klubhouse Preschool				\$5,507.22	
<u>Library</u>					
92330	8/13/2015	SHI INTERNATIONAL CORP	LICENSE UPGRADE	4,348.37	Library
92221	8/4/2015	SOUTHERN CALIFORNIA LIBRARY	MEMBERSHIP DUES- FY 15/16	2,166.00	Library
92256	8/12/2015	US BANK	VISA- DYLAN HOTEL	597.86	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	521.36	Library
92279	8/12/2015	GALE CENGAGE LEARNING	E-BOOKS	438.40	Library
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	426.71	Library
92304	8/12/2015	RECORDED BOOKS, LLC	E-AUDIO BOOKS	308.80	Library
92304	8/12/2015	RECORDED BOOKS, LLC	BOOKS ON CD	284.72	Library



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92304	8/12/2015	RECORDED BOOKS, LLC	BOOKS ON CD	217.29	Library
92230	8/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	194.67	Library
92236	8/5/2015	AT&T	TELEPHONE SERVICE	156.65	Library
92207	8/4/2015	MIDWEST TAPE	DVD'S-LIBRARY	106.16	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	104.78	Library
92286	8/12/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	85.02	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	63.05	Library
92216	8/4/2015	RECORDED BOOKS, LLC	E-AUDIO BOOKS	61.74	Library
92304	8/12/2015	RECORDED BOOKS, LLC	E-AUDIO BOOKS	56.90	Library
92286	8/12/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	51.50	Library
92304	8/12/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
92286	8/12/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	40.66	Library
92304	8/12/2015	RECORDED BOOKS, LLC	BOOKS ON CD	36.51	Library
92213	8/4/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	34.77	Library
92256	8/12/2015	US BANK	VISA- MICHAELS	34.71	Library
92256	8/12/2015	US BANK	VISA- RALPHS	31.93	Library
92183	8/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	31.37	Library
92207	8/4/2015	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
92296	8/12/2015	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	28.24	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.31	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.08	Library
92216	8/4/2015	RECORDED BOOKS, LLC	E-AUDIO BOOKS	24.99	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.93	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.17	Library
92230	8/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	18.93	Library
92256	8/12/2015	US BANK	VISA- USPS	17.46	Library
92198	8/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.20	Library
92264	8/12/2015	BAKER & TAYLOR	BOOKS-LIBRARY	12.40	Library
92256	8/12/2015	US BANK	VISA- RITE AID	11.98	Library
92196	8/4/2015	GALE CENGAGE LEARNING	E-BOOKS	11.54	Library
92183	8/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	8.33	Library
92256	8/12/2015	US BANK	VISA- USPS	5.34	Library
Total Amount for 41 Line Item(s) from Library				\$10,750.61	

LMD #22



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92257	8/12/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	7,700.00	LMD #22
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	6,475.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,688.30	LMD #22
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,118.55	LMD #22
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,814.97	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,180.53	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,375.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,334.35	LMD #22
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,835.79	LMD #22
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,200.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	724.89	LMD #22
92263	8/12/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	570.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	500.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	495.52	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	477.98	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	462.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	451.52	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	443.35	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	437.53	LMD #22
92263	8/12/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	433.32	LMD #22
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	300.00	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	285.80	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	273.14	LMD #22
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	185.00	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	89.19	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	82.64	LMD #22
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	75.96	LMD #22
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.63	LMD #22
Total Amount for 28 Line Item(s) from LMD #22				\$45,064.96	

LMD #24

92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	14,050.00	LMD #24
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,475.00	LMD #24
92209	8/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,320.00	LMD #24
92310	8/12/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	425.00	LMD #24
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	145.56	LMD #24



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92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	5.43	LMD #24
Total Amount for 6 Line Item(s) from LMD #24				\$20,420.99	
<u>LMD #27</u>					
92310	8/12/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,603.26	LMD #27
92327	8/13/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	181.89	LMD #27
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.13	LMD #27
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	1.36	LMD #27
Total Amount for 4 Line Item(s) from LMD #27				\$3,812.64	
<u>LMD #32</u>					
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.80	LMD #32
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	1.36	LMD #32
Total Amount for 2 Line Item(s) from LMD #32				\$27.16	
<u>LMD 22 - Common Benefit Area</u>					
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	39,671.72	LMD 22 - Common Benefit Area
92302	8/12/2015	PCI	PAVEMENT STRIPING AND MARKING	32,446.40	LMD 22 - Common Benefit Area
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,200.15	LMD 22 - Common Benefit Area
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,936.79	LMD 22 - Common Benefit Area
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,070.22	LMD 22 - Common Benefit Area
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	919.30	LMD 22 - Common Benefit Area
92311	8/12/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	759.60	LMD 22 - Common Benefit Area
92228	8/4/2015	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	500.00	LMD 22 - Common Benefit Area
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	488.59	LMD 22 - Common Benefit Area
92256	8/12/2015	US BANK	VISA- HOME DEPOT	271.15	LMD 22 - Common Benefit Area
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	197.10	LMD 22 - Common Benefit Area
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	51.55	LMD 22 - Common Benefit Area
Total Amount for 12 Line Item(s) from LMD 22 - Common Benefit Area				\$80,512.57	
<u>Media Operations</u>					
92323	8/13/2015	DELL MARKETING L.P.	COMPUTERS	15,081.79	Media Operations



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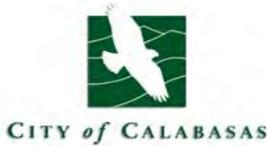
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92256	8/12/2015	US BANK	VISA- APPLE STORE	6,276.08	Media Operations
92323	8/13/2015	DELL MARKETING L.P.	COMPUTERS	4,273.24	Media Operations
92308	8/12/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,920.00	Media Operations
92317	8/13/2015	AT&T	TELEPHONE SERVICE	1,122.54	Media Operations
92323	8/13/2015	DELL MARKETING L.P.	MONITORS	1,027.35	Media Operations
92249	8/5/2015	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	798.00	Media Operations
92323	8/13/2015	DELL MARKETING L.P.	KEYBOARDS	762.78	Media Operations
92256	8/12/2015	US BANK	VISA- AMAZON.COM	695.03	Media Operations
92256	8/12/2015	US BANK	VISA- APPLE STORE	650.73	Media Operations
92256	8/12/2015	US BANK	VISA- B&H PHOTO	587.18	Media Operations
92214	8/4/2015	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
92203	8/4/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
92256	8/12/2015	US BANK	VISA- STICKERS & BANNERS	480.99	Media Operations
92295	8/12/2015	MEGAPATH CLOUD COMPANY	DSL SERVICE	443.65	Media Operations
92256	8/12/2015	US BANK	VISA- SUPER MEDIA STORE	365.98	Media Operations
92256	8/12/2015	US BANK	VISA- WE TRANSFER	120.00	Media Operations
92256	8/12/2015	US BANK	VISA- B&H PHOTO	119.71	Media Operations
92256	8/12/2015	US BANK	VISA- MONOPRICE	111.84	Media Operations
92256	8/12/2015	US BANK	VISA- CREEKSIDE KULBHOUSE	80.61	Media Operations
92256	8/12/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
92256	8/12/2015	US BANK	VISA- ADOBE CLOUD	49.99	Media Operations
92256	8/12/2015	US BANK	VISA- AOL SERVICE	47.98	Media Operations
92237	8/5/2015	AT&T MOBILITY	TELEPHONE SERVICE	46.51	Media Operations
92323	8/13/2015	DELL MARKETING L.P.	MONITORS	29.36	Media Operations
92256	8/12/2015	US BANK	VISA- AMAZON.COM	16.29	Media Operations
Total Amount for 26 Line Item(s) from Media Operations				\$36,143.01	

Non-Departmental

92256	8/12/2015	US BANK	VISA- STORAGE ETC	1,960.00	Non-Departmental
92265	8/12/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MEQ05335	595.13	Non-Departmental
92256	8/12/2015	US BANK	VISA- COSTCO	514.84	Non-Departmental
92185	8/4/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	379.50	Non-Departmental
92182	8/4/2015	ARROWHEAD	WATER SERVICE	373.03	Non-Departmental
92256	8/12/2015	US BANK	VISA- COSTCO	364.07	Non-Departmental
92313	8/12/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	319.48	Non-Departmental
92225	8/4/2015	U.S. POSTAL SERVICE	BUS REPLY PERMIT FEE - #55000	225.00	Non-Departmental



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92318	8/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	209.79	Non-Departmental
92256	8/12/2015	US BANK	VISA- COFFEE WHOLESALE USA	203.45	Non-Departmental
92256	8/12/2015	US BANK	VISA- COFFEE WHOLESALE USA	197.60	Non-Departmental
92256	8/12/2015	US BANK	VISA- 7 ELEVEN (SP OLYM)	100.00	Non-Departmental
92256	8/12/2015	US BANK	VISA- FLAGS USA	91.00	Non-Departmental
92268	8/12/2015	CONEJO AWARDS	NAME BADGES	55.90	Non-Departmental
92256	8/12/2015	US BANK	VISA- SHELL OIL (SP OLYM)	47.49	Non-Departmental
92256	8/12/2015	US BANK	VISA- RALPHS (SP OLYM)	32.70	Non-Departmental
92256	8/12/2015	US BANK	VISA- AMAZON.COM	26.97	Non-Departmental
92256	8/12/2015	US BANK	VISA- CORNER BAKERY (SP OLYM)	20.15	Non-Departmental
92256	8/12/2015	US BANK	VISA- RITE AID	15.22	Non-Departmental
92275	8/12/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	12.00	Non-Departmental
92318	8/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB/MEQ	7.16	Non-Departmental
Total Amount for 21 Line Item(s) from Non-Departmental				\$5,750.48	
<u>Payroll</u>					
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	4,936.36	Payroll
Total Amount for 1 Line Item(s) from Payroll				\$4,936.36	
<u>Police / Fire / Safety</u>					
92290	8/12/2015	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	573.11	Police / Fire / Safety
92204	8/4/2015	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	30.92	Police / Fire / Safety
Total Amount for 2 Line Item(s) from Police / Fire / Safety				\$604.03	
<u>Public Safety & Emergency Preparedness</u>					
92256	8/12/2015	US BANK	VISA- AQUA BLOX	1,440.60	Public Safety & Emergency Preparedness
92256	8/12/2015	US BANK	VISA- MACKAY COMMUNICATIONS	233.58	Public Safety & Emergency Preparedness
92256	8/12/2015	US BANK	VISA- STAPLES	99.20	Public Safety & Emergency Preparedness
Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness				\$1,773.38	
<u>Public Works</u>					
92328	8/13/2015	MICHAEL BAKER INTERNATIONAL	WATERSHED CONSULTING	75,543.46	Public Works

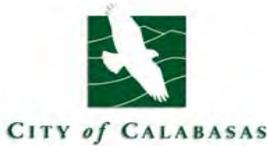


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92278	8/12/2015	G2 CONSTRUCTION, INC.	CATCH BASIN CURB SCREENS	74,327.00	Public Works
92297	8/12/2015	MSW CONSULTANTS, INC	CONSULTING SERVICES	15,595.00	Public Works
92299	8/12/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	11,735.00	Public Works
92257	8/12/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVA	10,600.00	Public Works
92209	8/4/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	8,525.00	Public Works
92331	8/13/2015	TWINING LABORATORIES	FIELD INSPECTIONS- RESURFACE	8,500.00	Public Works
92327	8/13/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,303.24	Public Works
92199	8/4/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	4,928.00	Public Works
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,724.00	Public Works
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,378.45	Public Works
92331	8/13/2015	TWINING LABORATORIES	FIELD INSPECTIONS- RESURFACE	3,900.00	Public Works
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,400.00	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	3,165.00	Public Works
92227	8/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
92300	8/12/2015	ORTIZ/JOEL//	CONSULTING SERVICES	2,300.00	Public Works
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,750.00	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	CHANGE ORDERS	1,671.25	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,591.25	Public Works
92281	8/12/2015	GATEWAY CITIES	TMDL MONITORING	1,582.10	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,575.00	Public Works
92229	8/4/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,421.25	Public Works
92233	8/5/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,372.35	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,288.75	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,225.00	Public Works
92299	8/12/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,218.75	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING & GEOTECH REVIEW	1,137.50	Public Works
92327	8/13/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,132.53	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING REVIEW	1,082.50	Public Works
92299	8/12/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,048.75	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	875.00	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	866.25	Public Works
92303	8/12/2015	RAINBOW SIGNS INC	BANNERS/SIGNS	839.30	Public Works
92217	8/4/2015	SANDERS HYDRO SOLUTIONS	GRAFITTI REMOVAL	780.00	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	700.00	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	666.25	Public Works
92287	8/12/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	616.00	Public Works



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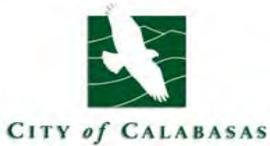
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92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	612.50	Public Works
92189	8/4/2015	DANOUS/ANOEL//	CONSULTING SERVICES	560.00	Public Works
92284	8/12/2015	HANBALI/MAHER//	CONSULTING SERVICES	560.00	Public Works
92284	8/12/2015	HANBALI/MAHER//	CONSULTING SERVICES	560.00	Public Works
92270	8/12/2015	DANOUS/ANOEL//	CONSULTING SERVICES	560.00	Public Works
92294	8/12/2015	MARTIN CONTAINER, INC	STORAGE CONTAINER	450.00	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	390.00	Public Works
92235	8/5/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	358.74	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	350.00	Public Works
92227	8/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	320.00	Public Works
92256	8/12/2015	US BANK	VISA- APWA	295.00	Public Works
92254	8/5/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
92234	8/5/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92234	8/5/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92201	8/4/2015	JOBS AVAILABLE INC.	ASST ENGINEER AD	273.00	Public Works
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	252.00	Public Works
92256	8/12/2015	US BANK	VISA- GEMPLERS	218.76	Public Works
92321	8/13/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92321	8/13/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92321	8/13/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92271	8/12/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92321	8/13/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	168.00	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	131.25	Public Works
92255	8/5/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	87.50	Public Works
92332	8/13/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	87.50	Public Works
92235	8/5/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	74.00	Public Works
92256	8/12/2015	US BANK	VISA- HOME DEPOT	38.90	Public Works
Total Amount for 65 Line Item(s) from Public Works				\$273,020.19	

Recoverable / Refund / Liability

92282	8/12/2015	GORGIN/KARLO//	EMPLOYEE COMPUTER LOAN	3,000.00	Recoverable / Refund / Liability
92248	8/5/2015	MS CONSTRUCTION	CDBG RES REHAB- WRIGHT (RET)	747.00	Recoverable / Refund / Liability
92248	8/5/2015	MS CONSTRUCTION	CDBG RES REHAB- GAVARIELI(RET)	739.50	Recoverable / Refund / Liability
92210	8/4/2015	PARKER/ELIZABETH//	EMPLOYEE COMPUTER LOAN	674.90	Recoverable / Refund / Liability
92206	8/4/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 7/27/15	446.63	Recoverable / Refund / Liability
92301	8/12/2015	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	359.16	Recoverable / Refund / Liability



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92292	8/12/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 8/7/15	325.69	Recoverable / Refund / Liability
92194	8/4/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 7/27/15	184.62	Recoverable / Refund / Liability
92277	8/12/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 8/7/15	184.62	Recoverable / Refund / Liability
92306	8/12/2015	SCHIRESON/KATRINE//	RECREATION REFUND	93.83	Recoverable / Refund / Liability
92283	8/12/2015	GROSSER/BECKY//	RECREATION REFUND	93.83	Recoverable / Refund / Liability
92184	8/4/2015	BAMFORD/ MICHELLE//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
92222	8/4/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 7/27/15	46.15	Recoverable / Refund / Liability
92184	8/4/2015	BAMFORD/ MICHELLE//	FACILITY RENTAL REFUND	40.00	Recoverable / Refund / Liability
92256	8/12/2015	US BANK	VISA- EXXON MOBIL	-39.92	Recoverable / Refund / Liability
92319	8/13/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-1,503.00	Recoverable / Refund / Liability
92238	8/5/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-14,864.25	Recoverable / Refund / Liability
Total Amount for 17 Line Item(s) from Recoverable / Refund / Liability				<u><u>\$-9,387.74</u></u>	

Senior Center Construction

92319	8/13/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	30,068.00	Senior Center Construction
92288	8/12/2015	JONES & JONES	SENIOR CENTER PHASE 2	8,032.50	Senior Center Construction
92324	8/13/2015	JONES & JONES	SENIOR CENTER PHASE 2	5,100.00	Senior Center Construction
92256	8/12/2015	US BANK	VISA- ROSS STORES	130.74	Senior Center Construction
92215	8/4/2015	R P BARRICADE INC	EQUIPMENT RENTAL- SENIOR CTR	125.00	Senior Center Construction
92256	8/12/2015	US BANK	VISA- STAPLES	37.04	Senior Center Construction
Total Amount for 6 Line Item(s) from Senior Center Construction				<u><u>\$43,493.28</u></u>	

Tennis & Swim Center

92211	8/4/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	3,150.00	Tennis & Swim Center
92211	8/4/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	3,087.00	Tennis & Swim Center
92211	8/4/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	2,881.20	Tennis & Swim Center
92247	8/5/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,776.93	Tennis & Swim Center
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,302.78	Tennis & Swim Center
92280	8/12/2015	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	1,520.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- LOWES	1,200.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- NATIONAL GYM SUPPLY	924.76	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- WW GRAINGER	861.10	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- LOWES	856.44	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- HOME DEPOT	650.74	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- FEDEX OFFICE	640.10	Tennis & Swim Center

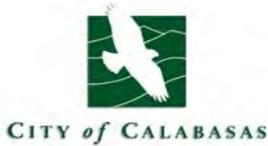


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92256	8/12/2015	US BANK	VISA- SMART & FINAL	508.59	Tennis & Swim Center
92312	8/12/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	495.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- VALLARTA MARKET	479.50	Tennis & Swim Center
92267	8/12/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	472.19	Tennis & Swim Center
92223	8/4/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	467.30	Tennis & Swim Center
92320	8/13/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	464.98	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- PATTERSON MEDICAL	433.71	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- SUPERIOR AWNING	375.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- MALIBU SURF SHACK	354.25	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- ADOLPH KIEFER	331.74	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- MALIBU SURF SHACK	325.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- SMART & FINAL	266.37	Tennis & Swim Center
92266	8/12/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	257.32	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- CALABASAS PRINTING	228.90	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- TARGET	221.55	Tennis & Swim Center
92314	8/12/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- MICHAELS	207.09	Tennis & Swim Center
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	206.05	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- PARTY CITY	204.91	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- SMART & FINAL	178.80	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- US RESEARCH & CHEMICAL	176.87	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	175.43	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- TOY SPLASH	143.87	Tennis & Swim Center
92267	8/12/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	118.66	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- STAPLES	111.02	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- CONSTANT CONTACT	105.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- FEDEX OFFICE	94.83	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- MICHAELS	91.47	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- HOME DEPOT	84.79	Tennis & Swim Center
92205	8/4/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- AUG 15	84.10	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- RALPHS	59.93	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- MICHAELS	56.60	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- USTA	53.00	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- CRAIGSLIST	50.00	Tennis & Swim Center
92289	8/12/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - JUL 15	44.10	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- RALPHS	35.11	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- SMART & FINAL	33.10	Tennis & Swim Center



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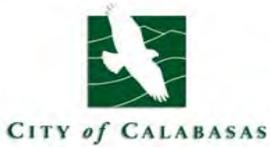
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92256	8/12/2015	US BANK	VISA- FEDEX OFFICE	29.40	Tennis & Swim Center
92256	8/12/2015	US BANK	VISA- RALPHS	23.66	Tennis & Swim Center
Total Amount for 51 Line Item(s) from Tennis & Swim Center				\$29,120.80	

Transportation

92238	8/5/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	297,285.00	Transportation
92250	8/5/2015	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	29,294.54	Transportation
92272	8/12/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	10,591.11	Transportation
92272	8/12/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	7,814.52	Transportation
92285	8/12/2015	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE JUL 2015	6,981.00	Transportation
92325	8/13/2015	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	6,913.28	Transportation
92293	8/12/2015	MALIBU CANYON SHELL	FUEL CHARGES- JUL 2015 (2/2)	4,164.27	Transportation
92244	8/5/2015	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	3,795.50	Transportation
92307	8/12/2015	SEFERIAN/MARC//	CONSULTING SERVICES	2,940.90	Transportation
92322	8/13/2015	DEAN/JAMES//	LANDSCAPE DESIGNS	2,800.00	Transportation
92245	8/5/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	2,412.00	Transportation
92177	8/3/2015	COUNTY CLERK, CO. OF L.A.	NOD FILING FEE- MUL HWY	2,285.00	Transportation
92253	8/5/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,760.83	Transportation
92202	8/4/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	1,090.00	Transportation
92187	8/4/2015	COUNTY OF MARIN\CAL-SLA	STREETLIGHT ASSESSMENT	900.00	Transportation
92200	8/4/2015	J BULLOCK & ASSOCIATES	PHOTO REALISTIC RENDERINGS	900.00	Transportation
92241	8/5/2015	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	474.02	Transportation
92305	8/12/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	401.94	Transportation
92256	8/12/2015	US BANK	VISA- AMAZON.COM	389.53	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	214.13	Transportation
92256	8/12/2015	US BANK	VISA- EXXON MOBIL	186.60	Transportation
92262	8/12/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	118.60	Transportation
92256	8/12/2015	US BANK	VISA- CHEVRON	100.00	Transportation
92256	8/12/2015	US BANK	VISA- SHELL OIL	91.73	Transportation
92256	8/12/2015	US BANK	VISA- MOBILE ASSET	85.00	Transportation
92269	8/12/2015	COUNTY CLERK, CO. OF L.A.	NOC FILING FEE- MULHOLLAND HWY	75.00	Transportation
92197	8/4/2015	HOLDEN/ TATIANA//	REIMB MILEAGE - LOST HILLS MTG	74.23	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	69.25	Transportation
92256	8/12/2015	US BANK	VISA- RABI INC	67.50	Transportation
92256	8/12/2015	US BANK	VISA- SHELL OIL	60.65	Transportation
92298	8/12/2015	NATIONAL DATA & SURVEYING SVCS	TRAFFIC COUNTERS	60.00	Transportation



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 8/3/2015 to 8/13/2015

Date: 8/17/2015
 Time: 6:22:37PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92256	8/12/2015	US BANK	VISA- MOBILE ASSET	53.97	Transportation
92256	8/12/2015	US BANK	VISA- RABI INC	50.00	Transportation
92262	8/12/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	48.94	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	48.00	Transportation
92256	8/12/2015	US BANK	VISA- RABI INC	43.84	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	40.66	Transportation
92256	8/12/2015	US BANK	VISA- EXXON MOBIL	40.29	Transportation
92256	8/12/2015	US BANK	VISA- HOME DEPOT	38.54	Transportation
92256	8/12/2015	US BANK	VISA- CHEVRON	34.27	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	27.99	Transportation
92262	8/12/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	26.43	Transportation
92256	8/12/2015	US BANK	VISA- MOBILE ASSET	20.99	Transportation
92256	8/12/2015	US BANK	VISA- CANOGA PARK	11.25	Transportation
92256	8/12/2015	US BANK	VISA- UNION 76	9.99	Transportation
92256	8/12/2015	US BANK	VISA- EXXON MOBIL	9.00	Transportation
92256	8/12/2015	US BANK	VISA- SHELL OIL	8.00	Transportation
92256	8/12/2015	US BANK	VISA- USPS	5.75	Transportation
Total Amount for 48 Line Item(s) from Transportation				\$384,914.04	
GRAND TOTAL for 472 Line Items				\$1,066,356.20	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

9-Sep

Finance	Consent	Adoption of Resolution No. 2015-1470, authorizing the examination of prepaid mobile telephony services surcharge and local charge records
CD	Consent	Tobacco retailer update
AS	Consent	Compensation/flex credits resolutions
Finance	Public Hearing	Budget adoption
CD	New Business	Introduction of Ordinance 2015-328 regarding business signage

Future Items

CD	New Business	Discussion of Ridgeline Ordinance
CC	New Business	25th anniversary subcommittee update
CC	Presentation	AB 57 update from Jonathan Kramer
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Craftman's Corner pre-zoning
CD	New Business	Business registration program
PW	New Business	Presentation of Design and Specifications for Las Virgenes Creek Restoration Project – Phase II
CC	New Business	Commissioner interviews for appointments expiring in November 2015
AS	Consent	Adjustment of State's minimum wage
PW	Public Hearing	CEQA Public Hearing for Las Virgenes Creek Restoration Project – Phase II
CC	New Business	Effectiveness of Commissions

2015 CITY COUNCIL MEETING DATES

23-Sep - Canceled Yom Kippur	11-Nov - Canceled Veterans' Day
14-Oct	18-Nov - Special Meeting Election Certification - Council Reorg.
28-Oct	25-Nov - Canceled Thanksgiving Eve
3-Nov - Municipal Election	9-Dec
	23-Dec - Canceled