



CITY of CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, FEBRUARY 10, 2016
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 – 6:00 P.M.

1. Public Employee Performance Evaluation Gov. Code §54957
Title: City Manager

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Girl Scouts Troop 916
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.

- Adjourn in memory

PRESENTATIONS – 7:25 P.M.

- Recognition of Justin Greenwald for an act of heroism in saving the life of a fellow Calabasas resident

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

CONSENT ITEMS – 7:55 P.M.

1. Approval of meeting minutes from January 20 and 27, 2016
2. Authorization to approve extension of existing contract services for two years to Vandergeest Landscape Care, Inc. for Public Works Maintenance Zone Area #1 for regular monthly landscape maintenance of City Public Works street medians, certain sidewalks and parkways and to modify existing contract to include Public Works Maintenance Area #2 for regular monthly maintenance of freeway interchanges

PUBLIC HEARING – 8:00 P.M.

3. Consideration of Resolution No. 2016-1494, affirming the Planning Commission's approval of File No. 150000876: A Conditional Use Permit to establish a spin-oriented health and fitness club (SoulCycle) in a mixed-use structure currently under construction, located at 23500 Park Sorrento within the Commercial Mixed-Use (CMU) Zoning District

UNFINISHED BUSINESS – 9:00 P.M.

4. Discussion and recommendation on membership and staffing for the Calabasas Senior Center

INFORMATIONAL REPORTS – 9:40 P.M.

5. Check Register for the period of January 13-27, 2016

TASK FORCE REPORTS – 9:45 P.M.

CITY MANAGER'S REPORT – 9:50 P.M.

FUTURE AGENDA ITEMS – 9:55 P.M.

ADJOURN – 10:00 P.M.

The City Council will adjourn in memory of Victor M. Walker to their next regular meeting scheduled on Wednesday, February 24, 2016, at 7:00 p.m.

**MINUTES OF A SPECIAL MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JANUARY 20, 2016**

Mayor Bozajian called the special meeting/workshop to order at 6:02 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

ROLL CALL Present: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub
Absent: None
Staff: Coroalles, Haber, Hernandez, Howard, Jordan, Liebman, Lysik, Parker, Rubin, Steller, Tamuri and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Karyn Foley.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Maurer:

- Congratulated outgoing and incoming Chamber Presidents Jacqueline Souza and Bonnie Mulholland, respectively.

Councilmember Weintraub:

- The LVMWD changed their watering requirements based on individual's water budgets.

Councilmember Shapiro:

- Resident Mary Solis sends good wishes to all.

ORAL COMMUNICATIONS – PUBLIC COMMENT

None.

SPECIAL ITEMS

1. Council liaisons and external committee appointments

Council Liaisons:

Budget Liaison

Gaines – Weintraub

Cityhood 25th Anniversary

Bozajian – Gaines

Commission Procedures/Council Protocols

Bozajian – Gaines

Economic Development

Gaines – Shapiro

Emergency Preparedness Task Force

Maurer – Weintraub

Open Space Liaison

Bozajian – Maurer

Schools Area Traffic Safety Committee

Maurer – Gaines

School Site Liaisons

Shapiro – Weintraub

Senior Taskforce

Maurer – Shapiro

External Committees:

Agoura Hills/Calabasas Community Center Joint Powers Authority Board

Bozajian – Weintraub (alternate)

Calabasas Chamber of Commerce

Bozajian

California Contract Cities Association
Bozajian

California Joint Powers Insurance Authority
Mayor or designee

Economic Alliance of the San Fernando Valley Board of Directors
Shapiro

Headwaters Corner Interpretive Center Board of Directors
Maurer

Las Virgenes – Malibu Council of Governments
Weintraub

League of California Cities, Los Angeles County Division
Shapiro

Los Angeles County City Selection Committee
Mayor or Designee

Santa Monica Mountains Conservancy Advisory Board
Maurer

Southern California Association of Governments (SCAG)
Mayor or designee

Valley Industry Commerce Association (VICA)
Gaines

Councilmember Weintraub moved, seconded by Councilmember Gaines to approve Council Liaisons-External Committees appointments. MOTION CARRIED 5/0 as follows:

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

2. Proposed activities to commemorate Calabasas' 25th anniversary. Recommendation from the Art in Public Places Advisory Committee to approve an agreement with Dream Big Sculptures in an amount not to exceed \$75,000 for the design, fabrication, and installation of a 25 year anniversary public art piece

Councilmember Gaines presented the subcommittee's recommendations.

Mr. Rubin presented additional information and the report on the 25th anniversary public art piece.

Karyn Foley, Lauren Morick, Adam Schultz and Lorri Acott spoke on Item No. 2

Councilmember Gaines moved, seconded by Councilmember Shapiro to approve the recommendation from the Art in Public Places Advisory Committee to enter into an agreement with Dream Big Sculptures in an amount not to exceed \$75,000.00 for the design, fabrication and installation of a 25 year anniversary public art piece. MOTION CARRIED 5/0 as follows:

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

3. Evaluation of the present procedures for making Commission appointments

After discussion, direction was provided to staff as follows:

1. Publicize vacancies after the election
 2. Schedule interviews early in December
 3. Schedule Commission appointments at first meeting in January
4. Discussion regarding City-sponsored/affiliated committees not falling under the direct jurisdiction of the City Council

Staff was directed to have the Planning Commission review the ARP's current meeting schedule and structure and make recommendations to the City Council.

5. Safety issues at public facilities

Richard Sherman and Brian Cameron spoke on Item No. 5.

The Council concurred to have the Sheriff's be present at Council meetings when they present the Crimes Report and at beginning of other meetings, as well as to be on call when needed.

6. Discussion regarding the present structure of City Council meetings

Richard Sherman spoke on Item No. 6.

The Council concurred to manage the agenda more efficiently.

The meeting recessed at 7:54 p.m.
The meeting reconvened at 8:05 p.m.

7. Communications issues with other public agencies

The Council concurred for the City Manager to forward minutes of his meetings with other public agencies.

8. Communications issues with outside organizations and private enterprises which conduct business in the City

The City Manager was directed to revisit reaching out to the top ten businesses in the City. Mayor Bozajian agreed to talk to the Chamber of Commerce in regard to better communication with businesses.

Discussion took place regarding calendaring of City and other events.

9. Communications issues between the City and its residents regarding items of significant public interest

Richard Sherman spoke on Item No. 9.

Staff was directed to place photo simulations at City public project locations.

10. Exploring the concept of initiating periodic town hall-style meetings

The Council concurred for staff to hold town-hall style meetings.

ADJOURN

The City Council adjourned at 9:02 p.m. to their next regular meeting scheduled on Wednesday, January 27, 2016, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JANUARY 27, 2016**

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

CLOSED SESSION

1. Public Employee Performance Evaluation Gov. Code §54957
Title: City Manager

The Council convened to Open Session in the Council Chambers at 7:07 p.m.

ROLL CALL

| | |
|----------|---|
| Present: | Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub |
| Absent: | None |
| Staff: | Agee, Anaya, Bartlett, Biety, Bingham, Cohen, Coroalles, Figueroa, Friedman, Haber, Hernandez, Hong, Liebman, Lysik, Parker, Rubin, Steller, Summers, Tamuri, Yalda and Yin |

Mayor Bozajian stated there were no reportable actions from the Closed Session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cub Scout Pack 333.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Maurer:

- The Calabasas Rotary Club is hosting a bingo party on January 31 at Founders Hall.

Councilmember Weintraub:

- The Second Annual Special Speakers Series will take place on January 29, February 19 and March 11.

Councilmember Shapiro:

- The CHS Performing Arts Center will be hosting a group of students from a prestigious high school in Beijing for a joint concert on February 4.
- The Tennis & Swim Center will host a Pro Am social on February 6.
- The LA County Fire Department will distribute filled sandbags for residents on January 30 at Fire Station 89.

Mayor Bozajian:

- Reiterated an invitation to the Speakers Series.
- Expressed appreciation to the Council for a very productive workshop.
- Congratulated the Calabasas Chamber of Commerce on their annual installation gala.

PRESENTATIONS

➤ Employee Service Awards

Mayor Bozajian presented service awards to Rachel Beaty and Andy Hong for five years; Ray Agee for ten years; Felipe Anaya and Karlo Gorgin for fifteen years; and Jeff Rubin for twenty years. He made honorable mention of all others who were not in attendance.

➤ Sheriff's crime report

Lt. Rotella presented the report.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Martin Glatt, Luke McCarthy, Aubrey Golding and Jade Foley spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from January 13, 2016

2. Approval of appointments of Jacqueline Souza to the Public Safety Commission and Jill Schecter to the Traffic and Transportation Commission (Bozajian)
3. Adoption of Ordinance No. 2016-331, approving a zoning map amendment associated with File No. 140001413 to change the existing Hillside Mountainous – Scenic Corridor (HM-SC) zoning designation to Rural Residential – Scenic Corridor (RR-SC) to accommodate private school use at 23602 and 23604 Dry Canyon Cold Creed Road
4. Adoption of Ordinance No. 2016-332, adding Chapter 8.13 to the Calabasas Municipal Code prohibiting the cultivation of marijuana and delivery of marijuana within the City
5. Recommendation to award a contract in an amount not to exceed \$53,506.88 to Haynes Building Services for janitorial services for City Hall and the Library
6. Adoption of Resolutions No. 2016-1491 and 2016-1492 consenting to inclusion of the City of Calabasas properties in the California Home Finance Authority PACE Programs and Associate Membership in California Home Finance Authority
7. Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$559,309 for two years for landscape maintenance of City parks within the City of Calabasas
8. Recommendation to approve Vista Pointe Homeowners Association contract with Venco Western, Inc.
9. Authorization to approve a contract change order for Vandergeest Landscape Care, Inc. in the amount of \$459,400 for two years for landscape maintenance for common areas outside individual homeowner associations and commercial properties within LLAD 24, 27, & 32

Councilmember Shapiro moved, seconded by Councilmember Weintraub to approve Consent Item Nos. 1-9. MOTION CARRIED 5/0 as follows:

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

Mayor Bozajian welcomed Jacqueline Souza and Jill Schecter to introduce themselves.

Mayor pro Tem Maurer requested Item No. 4 be come back to the Council as soon as possible. In regard to Consent Item No. 6, Mayor pro Tem Maurer thanked staff for making this program available.

PUBLIC HEARING

10. Adoption of Resolution No. 2016-1489 certifying a final Initial Study and Mitigated Negative Declaration in conformance to the California Environmental Quality Act and adoption of Resolution No. 2016-1490, approving a Site Plan Review and Conditional Use Permit amendment for the construction of an attached three-story, 51 room Calabasas-Leed "Silver" Wing addition to be built on the West end of an existing three-story, 142-room hotel (Calabasas Hilton Garden Inn); and a Conditional Use Permit requesting a 20% off-street parking reduction pursuant to Calabasas Municipal Code Section 17.28.050 to a property located within the Commercial, Mixed Use (CMU) Zoning District, and Calabasas Park Centre at 24150 Park Sorrento (A.P.N. 2068-030-016)

Mayor Bozajian opened the Public Hearing.

Mr. Figueroa presented the report.

Michael Brockman spoken on Item No. 10.

Extensive discussion ensued.

The meeting recessed at 8:37 p.m.

The meeting reconvened at 8:51 p.m.

The May 15, 2015, Parking Study for the Hilton Garden Inn Expansion Project was distributed to the Council during recess at 8:45 p.m.

Mayor Bozajian closed the Public Hearing.

Councilmember Gaines moved, seconded by Councilmember Weintraub to approve Item No. 10 with the condition "The applicant shall not separately charge for individual parking on the project site" added to Resolution No. 2016-1490. MOTION CARRIED 4/1 as follows:

AYES: Mayor Bozajian, Councilmembers Gaines, Shapiro and Weintraub

NOES: Mayor pro Tem Maurer

NEW BUSINESS

11. Recommendation to amend the professional services agreement for building code services with m6 Consulting from \$1,250,000 (One Million, Two Hundred and Fifty Thousand Dollars) to \$3,550,000 (Three Million Five Hundred and Fifty Thousand Dollars)

Ms. Tamuri and Mr. Cohen presented the report.

Mayor pro Tem Maurer moved, seconded by Councilmember Shapiro to approve Item No. 11. MOTION CARRIED 5/0 as follows:

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

12. Identification, description and purpose of each specific fund the City manages

Dr. Lysik presented the report.

Staff was directed to provide a presentation regarding this item at the next budget workshop.

INFORMATIONAL REPORTS

13. Check Register for the period of January 6-12, 2016
No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported that he was reappointed to the League of California Cities, Policy Committee and, as such will attend the April conference. In addition, he reported his attendance to the VICA meeting on January 21. He also attended the CHS PFC. He presented a picture to Mayor Bozajian on behalf of Lupin Hill students.

Councilmember Weintraub reported her attendance to Bay Laurel PFA and announced their annual auction on February 1.

CITY MANAGER'S REPORT

In regard to the West Agoura Road annexation efforts, Mr. Coroalles reported that the County does not want to stipulate on the revenues; hence, an independent finance consultant will be sought. He will be meeting with Bill Slebon the Nissan owner the week of February 1. The Cities of Agoura Hills, Hidden Hills, Westlake Village, Calabasas and Malibu contributed \$1,000 each to the Sheriff's

Department for traffic control mechanisms. He also reported on a recent traffic issue in the City due to finals at CHS.

FUTURE AGENDA ITEMS

Councilmember Gaines requested the Environmental Commission review the different programs and/or ordinances and make a recommendation to the Council.

The Council recessed to Closed Session at 9:34 p.m.

CLOSED SESSION

1. Public Employee Performance Evaluation Gov. Code §54957
Title: City Manager

ADJOURN

The City Council adjourned at 10:15 p.m. to their next regular meeting scheduled on Wednesday, February 10, 2016, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E.
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE
MANAGER
BRYAN SALGUERO, E.I.T., ASSISTANT ENGINEER**

SUBJECT: AUTHORIZATION TO APPROVE EXTENSION OF EXISTING CONTRACT SERVICES FOR TWO YEARS TO VANDERGEEST LANDSCAPE CARE, INC. FOR PUBLIC WORKS MAINTENANCE ZONE AREA #1 FOR REGULAR MONTHLY LANDSCAPE MAINTENANCE OF CITY PUBLIC WORKS STREET MEDIANS, CERTAIN SIDEWALKS AND PARKWAYS AND TO MODIFY EXISTING CONTRACT TO INCLUDE PUBLIC WORKS MAINTENANCE ZONE AREA #2 FOR REGULAR MONTHLY MAINTENANCE OF FREEWAY INTERCHANGES

MEETING DATE: FEBRUARY 10, 2016

SUMMARY RECOMMENDATION:

Authorization to extend the existing contract and a budgeted contract change order for VanderGeest Landscape Care, Inc. in the amount of \$ \$325,440.00 plus Consumer Price Index (CPI) increases. This is to fund regular landscape maintenance and required extra work of Public Works Maintenance Zone Area #1 of city public works street medians, certain sidewalks and parkways and Public Works Maintenance Zone Area #2 for regular monthly maintenance of freeway interchanges within the City of Calabasas.

BACKGROUND:

VanderGeest Landscape Care, Inc. is the City's current contractor for Public Works Maintenance Zone Area #1. This contract was for three (3) years and expires February 14, 2016. Staff is requesting \$325,440.00 to fund the remainder of FY 2015-16, FY 2016-17, and through the expiration of the contract in FY 2017-18 for regularly scheduled monthly maintenance plus CPI increase and required extra work.

ValleyCrest Landscape Maintenance is the current contractor for Public Works Maintenance Zone Area #2. ValleyCrest Landscape Maintenance was sold, and the new owner requested a significant increase for the services they are currently providing, per the current contract it states they are only entitled to CPI increases. Therefore, ValleyCrest Landscape Maintenance has opted not to accept a contract extension.

Prior to ValleyCrest Landscape Maintenance being awarded the contract maintenance services for Public Works Maintenance Zone Area #2, VanderGeest Landscape Care, Inc., had been the previous contractor.

Due to the need of maintenance continuity, the Landscape District Manager inquired to see if VanderGeest Landscape Care, Inc. would consider adding the landscape maintenance of Public Works Maintenance Zone Area #2 at the current contract price with CPI increase. VanderGeest Landscape Care, Inc. has agreed to modify their contract to include Public Works Maintenance Zone Area #2 to their scope of services.

DISCUSSION/ANALYSIS:

This contract renewal is for two (2) years and expires on February 14, 2018. The contract will include Public Works Maintenance Area Zone #1 and Public Works Maintenance Zone Area #2.

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

Based on past fiscal year expense history, in order to maintain the landscape in quality condition, it is projected that \$325,440.00 will be required to fund regular landscape maintenance and required extra work. (See cost breakout chart below)

Public Works Area #1:

| Regular Landscape Maintenance | | Required Extra Work | | | | | | |
|-------------------------------|-------------------------------|---------------------|-------------------------|----------------|---------------------|-------------|----------------------|---------------------|
| Fiscal Year | Regular Landscape Maintenance | Irrigation Repair | Landscape Refurbishment | Pest Abatement | Plant Shrubs & Turf | Plant Trees | Extra Work Sub-Total | FY Total |
| FY2015-16 | \$ 30,852.00 | \$ 5,000.00 | \$ 3,340.00 | \$ 500.00 | \$ 1,660.00 | \$ 1,660.00 | \$ 12,160.00 | \$ 43,012.00 |
| FY2016-17 | \$ 92,555.00 | \$15,000.00 | \$ 10,000.00 | \$ 1,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 36,500.00 | \$129,055.00 |
| FY2017-18 | \$ 58,697.00 | \$ 9,375.00 | \$ 6,250.00 | \$ 940.00 | \$ 3,125.00 | \$ 3,125.00 | \$ 22,815.00 | \$ 81,512.00 |
| | | | | | | | Total | \$253,579.00 |

Public Works Area #2

| Regular Landscape Maintenance | | Required Extra Work | | | | |
|-------------------------------|-------------------------------|---------------------|-------------------------|----------------|----------------------|--------------------|
| Fiscal Year | Regular Landscape Maintenance | Irrigation Repair | Landscape Refurbishment | Pest Abatement | Extra Work Sub-Total | FY Total |
| FY2015-16 | \$9,525.00 | \$1,000.00 | \$1,340.00 | \$100.00 | \$2,440.00 | \$11,965.00 |
| FY2016-17 | \$29,730.00 | \$3,000.00 | \$4,000.00 | \$100.00 | \$7,100.00 | \$36,830.00 |
| FY2017-18 | \$18,581.00 | \$1,875.00 | \$2,510.00 | \$100.00 | \$4,485.00 | \$23,066.00 |
| | | | | | Total | \$71,861.00 |

| | |
|--------------|----------------------|
| PWA #1 | \$ 253,579.00 |
| PWA #2 | \$ 71,861.00 |
| Total | \$ 325,440.00 |

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from Fund 10 – General Fund: Division 312: Street Maintenance Services.

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

REQUESTED ACTION:

Authorization to extend the existing contract and a budgeted contract change order for VanderGeest Landscape Care, Inc. in the amount of \$325,440.00 plus Consumer Price Index (CPI) increases. This is to fund regular landscape maintenance and required extra work of Public Works Maintenance Zone Area #1 of city public works street medians, certain sidewalks and parkways and Public Works Maintenance Zone Area #2 for regular monthly maintenance of freeway interchanges within the City of Calabasas.

ATTACHMENTS:

- 1: ValleyCrest Landscape Maintenance Letter
- 2: VanderGeest Landscape Care, Inc. Letter
- 3: PWA#1 Contract Change Order No. 2
- 4: PWA#2 Contract Change Order No. 3
- 5: Amendment No. 1
- 6: Professional Services Agreement
- 7: PWA#1 Contract Change Order No. 1
- 8: PWA#2 Contract Change Order No. 1
- 9: PWA#2 Contract Change Order No. 2



ValleyCrest

Landscape Maintenance

January 27, 2016

City of Calabasas
Public Works Department
100 Civic Center Way
Calabasas CA 91302
Heather Melton
Landscape Manager

13691 W Vaughn Street
San Fernando, CA 91340
tel: 818-838-4700
fax: 818-361-4292
www.valleycrest.com

**RE: Declining Extension to On-Ramp and Off-Ramp Landscape Maintenance Contract
Public Works – Contract Area #2 Freeway Interchanges**

Dear Heather Melton,

On behalf of ValleyCrest Landscape Maintenance, we appreciate your business over the term of our relationship with the On-ramp and Off-ramp landscape maintenance contract.

Due to careful evaluation and consideration, we are respectfully declining to extend our contract with the City of Calabasas.

I am providing this letter as acknowledgement that our last day of service will be February 14, 2016.

Again, thank you for the business.

Sincerely,

Rene Rivera
Sr. Branch Manager
ValleyCrest Landscape Maintenance



VanderGeest
Landscape Care

ITEM 2 ATTACHMENT 2

6067 Olivas Park Drive, Suite H
Ventura, CA 93003
(805) 650-0726
FAX: (805) 650-7216

JANUARY 29, 2016

To: City of Calabasas
100 Civic Center Way
Calabasas, Ca. 91302

ATT: Heather Melton, Landscape Manager

RE: **PUBLIC WORKS AREA # 2 - FREEWAY INTERCHANGES**

Dear Heather,

As per our conversation it is our agreement to take over the Contract Portion of PUBLIC WORKS AREA # 2 at this time. I have reviewed the scope of work & we agree to all specification and for the monthly fee to remain the same at \$ 2,381.41 (Two thousand, three hundred & eighty one dollars & .41 cents per month) plus any possible CPI increase.

Start date to be February 15, 2016 for a period of two years

We are pleased & proud to be extended this addition to our current work load/contract and look for to providing quality service for The City of Calabasas.

Thank you for your support, it is a pleasure to work with you & look forward to continuing with the addition of this location.

Sincerely,



Joanne VanderGeest
VanderGeest Landscape Care, Inc.
License # 78032

ITEM 2 ATTACHMENT 3

| | | |
|--------------------------|-----|--------------|
| BASE CONTRACT AMOUNT | | \$257,607.24 |
| CHANGE ORDER #1 | (+) | \$139,225.00 |
| ADJUSTED CONTRACT AMOUNT | (=) | \$396,832.24 |
| THIS CHANGE ORDER #2 | (+) | \$43,012.00 |
| FINAL CONTRACT AMOUNT | (=) | \$439,844.24 |

CONTRACT CHANGE ORDER NO.: 2
DATE: 2/10/2016

PROJECT TITLE: Landscape Maintenance of Public Works Maintenance Zone Area #1 of city public works street medians, certain sidewalks and parkways.

OWNER: City of Calabasas
CONTRACTOR: VANDERGEEST LANDSCAPE CARE, INC.

| THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED: | NET ADDITION | NET DEDUCTION | DAYS EXTENDED |
|--|---------------------|---------------|---------------|
| <p>PWA #1</p> <p>This Change Order will cover the cost of FY 2015-2016 regularly scheduled landscape maintenance and required extra work which includes irrigation repair, landscape refurbishment, pest abatement and planting trees.</p> | \$ 43,012.00 | | 730 |
| NET TOTALS | \$ 43,012.00 | \$0.00 | 730 |

We hereby agree to make the above change subject to the terms of this order for the sum of: \$43,012.00
 *** Forty Three Thousand and Twelve*** DOLLARS ADDITION

DATE _____

 Joanne VanderGeest, President
 VanderGeest Landscape

| | | |
|--|--|-------------------------------------|
| RECOMMENDED: | APPROVED: | ACCEPTED: |
| Heather Melton Landscape Maintenance Manager Date: | Robert Yalda Public Works Director/City Engineer Date: | James R. Bozajian Mayor Date: |

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

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

ITEM 2 ATTACHMENT 4

| | | |
|--------------------------|-----|--------------|
| BASE CONTRACT AMOUNT | | \$83,685.00 |
| CHANGE ORDER #1 | (+) | \$26,473.00 |
| ADJUSTED CONTRACT AMOUNT | (=) | \$110,158.00 |
| CHANGE ORDER #2 | (+) | \$20,000.00 |
| ADJUSTED CONTRACT AMOUNT | | \$130,158.00 |
| THIS CHANGE ORDER #3 | | \$11,965.00 |
| FINAL CONTRACT AMOUNT | (=) | \$142,123.00 |

CONTRACT CHANGE ORDER NO.: 3
DATE: 2/10/2016

PROJECT TITLE: Landscape Maintenance of Public Works Maintenance Zone Area #2 for regular monthly maintenance of freeway interchanges within the City of Calabasas.

OWNER:

CONTRACTOR: VANDERGEEST LANDSCAPE CARE, INC.

| THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED: | NET ADDITION | NET DEDUCTION | DAYS EXTENDED |
|---|---------------------|---------------|---------------|
| <p>PWA#2</p> <p>This Change Order will cover the cost of FY 2015-2016 public works median regularly scheduled monthly landscape maintenance contract and required extra work.</p> | \$ 11,965.00 | | 730 |
| NET TOTALS | \$ 11,965.00 | \$0.00 | 730 |

We hereby agree to make the above change subject to the terms of this order for the sum of: \$11,965.00
 *** Eleven Thousand Nine Hundred Sixty Five*** DOLLARS ADDITION

 DATE

 Joanne VanderGeest, President
 VanderGeest Landscape Care, Inc.

| | | |
|--|--|-------------------------------------|
| RECOMMENDED: | APPROVED: | ACCEPTED: |
| Heather Melton Landscape Maintenance Manager Date: | Robert Yalda Public Works Director/City Engineer Date: | James R. Bozajian Mayor Date: |

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

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

AMENDMENT No. [1] TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and VanderGeest Landscape Care, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 10th day of February, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and VanderGeest Landscape Care, Inc., 2476 Palma Drive Suite G, Ventura Ca, 93003 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated January 18, 2013 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” February 2016 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” February 2016 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”: February 14, 2018.
- 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 \$325,440.00.

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”
VanderGeest Landscape Care, Inc.

By: _____
Mayor James R. Bozajian

By: _____
Joanne VanderGeest, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS
WORKLOAD INVENTORY (CONTRACT AREA #2)
For Public Works Landscape Maintenance Work Areas
ZONE 1 - HWY 101 / PARKWAY CALABASAS**

| Work Area No. | Description | Flowers (SF) | Turf (SF) | Groundcover / Shrubs (SF) | Planted Slopes (SF) | Litter / Mulch / Weed / Brush (SF) | Other: Paved Median, Walkways, Sidewalks, etc. | Trees, Street Trees, and/or Median Trees (EA) |
|---------------|---------------------------------|--------------|-------------|---------------------------|---------------------|------------------------------------|--|---|
| 1A | Offramp Roadside Planting Area | 0 | 0 | 12,250 | 0 | 0 | 0 | 11 |
| 1B | Offramp Planter Island | 0 | 0 | 350 | 0 | 0 | 0 | 0 |
| 1C | Onramp Planter Island | 0 | 0 | 625 | 0 | 0 | 0 | 0 |
| 1D | Onramp Planting Area | 0 | 0 | 4,850 | 0 | 0 | 0 | 13 |
| 1E | On/Offramp Planting Island | 0 | 0 | 11,100 | 0 | 0 | 0 | 11 |
| 2A | Roadside Planting Area | 0 | 0 | 28,400 | 0 | 0 | 500 | 42 |
| 2B | Onramp Roadside Planting Area | 0 | 0 | 12,300 | 0 | 0 | 100 | 0 |
| 2C | Onramp Gore Planting Area | 0 | 0 | 28,650 | 0 | 0 | 0 | 50 |
| 2D | On/Offramp Planting Island | 0 | 0 | 10,300 | 0 | 0 | 0 | 13 |
| 2E | Offramp Roadside Planting | 0 | 0 | 7,600 | 0 | 0 | 0 | 0 |
| 2F | Cloverleaf Onramp Planting Area | 0 | 0 | 6,050 | 0 | 0 | 0 | 0 |
| 2G | Offramp/Service Road Sidewalk | 0 | 0 | 0 | 0 | 0 | 1,480 | 0 |
| 2H | Onramp Roadside Planting Area | 0 | 0 | 8,375 | 0 | 0 | 250 | 0 |
| 2I | Onramp Roadside Planting Area | 0 | 0 | 5,450 | 0 | 0 | 0 | 22 |
| 2J | Onramp Planting Area | 0 | 0 | 2,950 | 0 | 0 | 0 | 0 |
| | TOTAL SF | 0 | 0 | 139,250 | 0 | 0 | 2,330 | 162 |
| | TOTAL ACRES | 0.00 | 0.00 | 3.20 | 0.00 | 0.00 | 0.1 | 0.0 |

| Item | Description | Unit | Quantity |
|------|---------------------------------|------|----------|
| 1 | Calsense | EA | 0 |
| 2 | Dig | EA | 0 |
| 3 | Irritrol | EA | 0 |
| 4 | Leit | EA | 0 |
| 5 | Rain Bird | EA | 0 |
| 6 | Rainmaster | EA | 3 |
| 7 | Irrigation System Coverage Area | SF | 139,250 |

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the City Public Works Maintenance Zones for accuracy and quantification determination prior to bidding.

The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the existing conditions to be encountered as to the character, quantity, and Scope of Work to be performed and the quantities that exist.

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS**

**WORKLOAD INVENTORY (CONTRACT AREA #2)
For
Public Works Landscape Maintenance Work Areas
ZONE 1 - HWY 101 / PARKWAY CALABASAS
In the City of Calabasas**

| Work Area No. | Description | Flowers (SF) | Turf (SF) | Groundcover / Shrubs (SF) | Planted Slopes (SF) | Litter / Mulch / Weed / Brush (SF) | Other: Paved Median, Walkways, Sidewalks, etc. (SF) | Trees, Street Trees, and/or Median Trees (EA) |
|----------------------|---------------------------------|---------------------|------------------|----------------------------------|----------------------------|---|--|--|
| 1A | Offramp Roadside Planting Area | 0 | 0 | 12,250 | 0 | 0 | 0 | 11 |
| 1B | Offramp Planter Island | 0 | 0 | 350 | 0 | 0 | 0 | 0 |
| 1C | Onramp Planter Island | 0 | 0 | 625 | 0 | 0 | 0 | 0 |
| 1D | Onramp Planting Area | 0 | 0 | 4,850 | 0 | 0 | 0 | 13 |
| 1E | On/Offramp Planting Island Area | 0 | 0 | 11,100 | 0 | 0 | 0 | 11 |
| 2A | Roadside Planting Area | 0 | 0 | 28,400 | 0 | 0 | 500 | 42 |
| 2B | Onramp Roadside Planting Area | 0 | 0 | 12,300 | 0 | 0 | 100 | 0 |
| 2C | Onramp Gore Planting Area | 0 | 0 | 28,650 | 0 | 0 | 0 | 50 |
| 2D | On/Offramp Planting Island | 0 | 0 | 10,300 | 0 | 0 | 0 | 13 |
| 2E | Offramp Roadside Planting | 0 | 0 | 7,600 | 0 | 0 | 0 | 0 |
| 2F | Cloverleaf Onramp Planting Area | 0 | 0 | 6,050 | 0 | 0 | 0 | 0 |
| 2G | Offramp/Service Road Sidewalk | 0 | 0 | 0 | 0 | 0 | 1,480 | 0 |
| 2H | Onramp Roadside Planting Area | 0 | 0 | 8,375 | 0 | 0 | 250 | 0 |
| 2I | Onramp Roadside Planting Area | 0 | 0 | 5,450 | 0 | 0 | 0 | 22 |
| 2J | Onramp Planting Area | 0 | 0 | 2,950 | 0 | 0 | 0 | 0 |
| | TOTAL SF | 0 | 0 | 139,250 | 0 | 0 | 2,330 | 162 |
| | TOTAL ACRES | 0.00 | 0.00 | 3.20 | 0.00 | 0.00 | 0.1 | 0.0 |

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS**

**WORKLOAD INVENTORY (CONTRACT AREA #2)
For
Public Works Landscape Maintenance Work Areas
ZONE 2 - HWY. 101 / LAS VIRGENES ROAD
In the City of Calabasas**

| Work Area No. | Description | Flowers (SF) | Turf (SF) | Groundcover / Shrubs (SF) | Planted Slopes (SF) | Litter / Mulch / Weed / Brush (SF) | Other: Paved Median, Paved Walkways, Sidewalks, etc. (SF) | Trees, Street Trees, and/or Median Trees (EA) |
|---|--|--------------|-----------|---------------------------|---------------------|------------------------------------|---|---|
| 2A | Sidewalk (west side at northbound 101) | 0 | 0 | 0 | 0 | 30,000 | 2,000 | 0 |
| | Hedge trimming along chain link | 0 | 0 | 150 LF | 0 | 0 | 0 | |
| 2B | Freeway onramp gore area | 0 | 0 | 0 | 0 | 9,600 | 0 | 0 |
| 2C | Freeway offramp gore area | 0 | 0 | 1,000 | 0 | 29,000 | 1,128 | 3 |
| 2D | Freeway offramp gore area | 0 | 0 | 0 | 0 | 12,375 | 0 | 0 |
| 2E | Freeway onramp gore area & sidewalk | 0 | 0 | 0 | 0 | 38,850 | 450 | 0 |
| 2F | Freeway onramp to 15 feet beyond edge | 0 | 0 | 0 | 0 | 18,000 | 0 | 0 |
| 2G | Freeway offramp right-of-way | | | | | 8,800 | | |
| 2H | Freeway offramp gore area | 0 | 0 | 0 | 0 | 40,920 | 0 | 5 |
| 2I | Freeway offramp right-of-way | | | | | 15,000 | | |
| | TOTAL SF | 0 | 0 | 1,000 | 0 | 80,975 | 3,128 | 3 |
| | TOTAL ACRES | 0.00 | 0.00 | 0.02 | 0.00 | 1.86 | 0.1 | 0.0 |
| Irrigation Controllers and Irrigation System Coverage Area within HOA Boundary | | | | | | | | |
| Item | Description | Unit | Quantity | | | | | |
| 1 | Calsense | EA | 0 | | | | | |
| 2 | Dlg | EA | 0 | | | | | |
| 3 | Irritrol | EA | 0 | | | | | |
| 4 | Leit | EA | 1 | | | | | |
| 5 | Rain Bird | EA | 0 | | | | | |
| 6 | Rainmaster | EA | 0 | | | | | |
| 7 | Irrigation System Coverage Area | SF | 1,000 | | | | | |

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the
The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the existing conditions

101675100010006
SPC12-19 CALABASAS PW

Addendum No. 1

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS**

WORKLOAD INVENTORY (CONTRACT AREA #2)

For

Public Works Landscape Maintenance Work Areas

ZONE 3 - HWY 101 / LOST HILLS ROAD

In the City of Calabasas

| Work Area No. | Description | Flowers (SF) | Turf (SF) | Groundcover / Shrubs (SF) | Planted Slopes (SF) | Litter / Mulch / Weed / Brush (SF) | Other: Paved Median, Paved Walkways, Dirt Pathways, Sidewalks, etc. (SF) | Trees, Street Trees, and/or Median Trees (EA) |
|---------------|--|--------------|-----------|---------------------------|---------------------|------------------------------------|--|---|
| 3A | Freeway onramp corner area & sidewalk | 0 | 0 | 0 | 0 | 2,485 | 800 | 0 |
| 3B | Freeway onramp strip area with Quercus agrifolia trees | 0 | 0 | 0 | 0 | 5,000 | 0 | 7 |
| | TOTAL SF | 0 | 0 | 0 | 0 | 7,485 | 800 | 7 |
| | TOTAL ACRES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| Irrigation Controllers and Irrigation System Coverage Area | | | |
|---|---------------------------------|------|----------|
| Item | Description | Unit | Quantity |
| 1 | Alex-Tronix Battery Controller | EA | 0 |
| 2 | Dig | EA | 0 |
| 3 | Irritrol | EA | 0 |
| 4 | Leit | EA | 0 |
| 5 | Rain Bird | EA | 0 |
| 6 | Rainmaster | EA | 0 |
| 7 | Irrigation System Coverage Area | SF | 0 |

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the City Public Works Maintenance Zones for accuracy and quantification determination prior to bidding.

The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the existing conditions to be encountered as to the character, quantity, and Scope of Work to be performed and the quantities that exist.

101675\1000\10005
SPC12-19 CALABASAS PW

Addendum No. 1

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS
ANNUAL MAINTENANCE CONTRACT AREA #2**

| WORK ACTIVITY | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| GENERAL MAINTENANCE | | | | | | | | | | | | |
| 1. Submit disease/pest control records to County Agricultural Commissioner's office | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 2. Facility inspection by Contractor's supervisor or account manager, visual/operational. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 3. Walk-through inspection with City representative. | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 4. Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 5. Litter, mulching (as needed), weeding. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 6. Inspect, disease, pest, and rodent control. | as required | as required | as required | as required | as required | as required | as required | as required | as required | as required | as required | as required |
| GROUNDCOVER AND SHRUB AREAS | | | | | | | | | | | | |
| 7. Inspect, weed, and clean groundcover and shrub beds. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 8. Shrub pruning in natural form. | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly |
| 9. Edging, | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 10. Hedge trimming along fence lines, sidewalks, etc. | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly | quarterly |
| 11. Fertilization. | 16-6-8 | ---- | ---- | 16-6-8 | ---- | ---- | 16-6-8 | ---- | ---- | 16-6-8 | ---- | ---- |
| 12. Replace annual color plants. | Replace | ----- | ----- | Replace | ----- | ----- | Replace | ----- | ----- | Replace | ----- | ----- |
| 13. Mulching. | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly | Bi-monthly |
| 14. Watering of round-a-bouts. | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly | 1-2 x weekly |
| TREES | | | | | | | | | | | | |

**LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS
ANNUAL MAINTENANCE CONTRACT AREA #2**

| WORK ACTIVITY | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 15. Inspect for damage and/or special needs for safety and health. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 16. Pruning for minimum clearances. | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 17. Maintain tree wells, including weeding, mulching, and leveling, level grates. | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 18. Inspect and adjust tree stakes, ties and guys. | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 19. Fertilization | 16-6-8 | ---- | ---- | 16-6-8 | ---- | ---- | 16-6-8 | ---- | ---- | 16-6-8 | | |
| 20. Watering. | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly | 3 x weekly |
| IRRIGATION SYSTEM | | | | | | | | | | | | |
| 21. Operate, inspect, repair, and adjust irrigation systems. | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly | weekly |
| 22. Probes for soil water content and adjust irrigation systems to meet seasonal needs. | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly | monthly |
| 23. Irrigation system audit. | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly | 2 x yearly |

Note: This chart is a guideline only. The appropriate contract Specification Section should be referenced prior to any work activity.

101675\1000\10005
SPC12-19 Calabasas PW

ATTACHMENT B-1

COST-BREAKDOWN SCHEDULES

CITY OF CALABASAS
LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS
CERTAIN SIDEWALK AND PARKWAYS AREAS
WITHIN THE CITY OF CALABASAS

FEBRUARY 2016

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

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

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

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

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

NAME OF LANDSCAPE MAINTENANCE COMPANY: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Initials: (City) _____ Contractor) _____

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

| CONTRACT AREA #2 - PUBLIC WORKS FREEWAY INTERCHANGES | | | | | | |
|---|--|---------|--------------------|------------|------------------|---------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| GENERAL MAINTENANCE | | | | | | |
| 1. | Facility inspection by Contractor's supervisor or account manager, visual / operational. | LS | 1 | \$ 12.204 | 52 | \$ 634.62 |
| 2. | Walk through inspection with City representative. | LS | 1 | \$ 8.136 | 12 | \$ 97.63 |
| 3. | Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal. | 100 SF | 62 | \$ 0.509 | 52 | \$ 1,586.54 |
| 4. | Litter, mulching (as needed), weeding. | 100 SF | 885 | \$ 0.012 | 52 | \$ 1,269.23 |
| 5. | Insect, disease, pest, and rodent control. | LS | 1 | \$ 55.000 | *As required. | \$ 660.00 |
| GROUND COVER AND SHRUB AREAS | | | | | | |
| 6. | Inspect, weed, and clean groundcover and shrub beds. | 100 SF | 1,403 | \$ 0.109 | 52 | \$ 7,932.71 |
| 7. | Shrub pruning in natural form. | 100 SF | 1,403 | \$ 1.769 | 2 | \$ 4,963.03 |
| 8. | Edging. | LS | 1 | \$ 12.204 | 12 | \$ 146.45 |
| 9. | Fertilization. | 100 SF | 1,403 | \$ 0.110 | 4 | \$ 617.32 |
| 10. | Mulching. | 100 SF | 1,403 | \$ 0.652 | 6 | \$ 5,491.88 |
| TREES | | | | | | |
| 11. | Inspect for damage and/or special needs for safety and health. | EA | 172 | \$ 0.108 | 12 | \$ 219.6E |
| 12. | Pruning for pedestrian / vehicular clearances. | EA | 172 | \$ 0.610 | 12 | \$ 1,244.83 |
| 13. | Maintain tree wells, including weeding, mulching, leveling, and leveling grates. | EA | 172 | \$ 0.407 | 12 | \$ 829.88 |
| 14. | Inspect and adjust tree stakes, ties and guys. | EA | 172 | \$ 0.101 | 12 | \$ 205.03 |
| 15. | Fertilization. | EA | 172 | \$ 0.210 | 4 | \$ 142.87 |
| 16. | Watering of Quercus trees along Lost Hills Freeway on-ramp via quick coupler. | EA | 7 | \$ 0.872 | 104 | \$ 634.62 |
| IRRIGATION SYSTEMS | | | | | | |
| 17. | Operate, inspect, repair, and adjust/program irrigation systems. | 1000 SF | 141 | \$ 0.0E7 | 52 | \$ 634.62 |

ADDENDUM NO. 1

Initials: (City) _____ (Contractor) _____

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

| CONTRACT AREA #2 - PUBLIC WORKS FREEWAY INTERCHANGES | | | | | | |
|---|--|---------|--------------------|------------|------------------|---|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| 18. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 1000 SF | 141 | \$ 0.692 | 12 | \$ 1,171.60 |
| 19. | Irrigation system audit. | 1000 SF | 141 | \$ 0.000 | 2 | \$ 0.00 |
| TOTAL AMOUNT COST BREAKDOWN IN FIGURES | | | | | | \$ 28,482.54 |
| TOTAL AMOUNT COST BREAKDOWN IN WORDS | | | | | | <u>Twenty Eight Thousand Four Hundred Eighty Two Dollars and Fifty Four Cents</u> |

*For multiplication purposes, treat as (1).

ADDENDUM NO. 1

Initials: (City) _____ (Contractor) _____

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

COST BREAKDOWN TOTAL CONTRACT AREA #2

| | |
|---|--------------|
| TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES | \$ 28,482.54 |
| TOTAL AMOUNT OF COST BREAKDOWN IN WORDS: Twenty Eight Thousand Four Hundred Eighty Two Dollars and Fifty Four Cents | |
| | |

Note: The total cost of the Cost Breakdown will be considered the base bid for this Contract Area No. 2.

NAME OF LANDSCAPE MAINTENANCE FIRM:

CONTRACTOR'S LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

ADDENDUM NO. 1

Initials: (City) _____ Contractor) _____

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

UNIT PRICE LIST
THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT
Unit Prices for Additional Work

| Item No. | Description | Unit Price | Unit |
|----------|---|------------|--------------------------|
| 1. | Misc. irrigation system repair parts @ cost plus 10 % | | |
| 2. | Landscape Irrigation Technician: Hourly Rate: | \$ 50 | EA |
| 3. | Pop-up sprinkler / replace | | |
| | 4" @ | \$ 8.00 | EA |
| | 6" @ | \$ 17.00 | EA |
| | 12" @ | \$ 32.00 | EA |
| 4. | Pop-up gear drive sprinkler / replace | | |
| | 4" @ | \$ 4.00 | EA |
| | 6" @ | \$ 7.00 | EA |
| | 12" @ | \$ 16.00 | EA |
| 5. | Fixed shrub sprinkler / replace | | |
| | 4" @ | \$ 4.00 | EA |
| | 6" @ | \$ 7.00 | EA |
| | 12" @ | \$ 12.00 | EA |
| 6. | Fixed shrub gear driven sprinkler / replace | | |
| | 4" @ | \$ 3.00 | EA |
| | 6" @ | \$ 5.00 | EA |
| | 12" @ | \$ 10.00 | EA |
| 7. | Automatic sprinkler valve / replace | | |
| | ¾" @ | \$ 200.00 | EA |
| | 1" @ | \$ 250.00 | EA |
| | 1½" @ | \$ 320.00 | EA |
| | 2" @ | \$ 360.00 | EA |
| 8. | 1-gal. shrub/perennial install | @ | \$ 9.00 EA |
| 9. | 2-gal. shrub/perennial install | @ | \$ 15.00 EA |
| 10. | 5-gal. shrub/perennial install | @ | \$ 22.50 EA |
| 11. | 5-gal tree in place (stakes incl.) | @ | \$ 32.00 EA |
| 12. | 15 gal. Tree in place (stakes incl.) | @ | \$ 95.00 EA |
| 13. | 24" box tree in place (stakes incl.) | @ | \$ 310.00 EA |
| 14. | 36" box tree in place (stakes, incl.) | @ | \$ 975.00 EA |
| 15. | 48" box tree in place (stakes, incl.) | @ | \$ 1400.00 EA |
| 16. | Hand watering of tree well | @ | \$ 7.50 EA |
| 17. | Flat of ground cover install | @ | \$ 25.00 EA |
| 18. | 4" pot annual color | @ | \$ 25.00 EA |
| 19. | Planter bed mulch in place | @ | \$ 25.00 /Cubic Yard |
| 20. | Turf renovation (incl. de-thatch, over seed, top dress) | @ | \$ 150.00 /1,000 Sq. Ft. |
| 21. | Turf aeration | @ | \$ 32.00 /1,000 Sq. Ft. |
| 22. | Additional labor | @ | \$ 25.00 /Manhour |
| 23. | Additional supervisor | @ | \$ 50.00 /Manhour |
| 24. | Additional mowing | @ | \$ 25.00 /100 Sq. Ft. |
| 25. | Sod installation | @ | \$ 0.95 SF |
| 26. | Seed installation | @ | \$ 0.10 SF |
| 27. | Fertilization (shrub bed & turf) | @ | \$ 115.00 AS/Acre |
| 28. | Soil test and analysis | @ | \$ 450.00 Unit |
| 29. | Plant tissue analysis | @ | \$ 650.00 Unit |
| 30. | Plant pathology test | @ | \$ 650.00 Unit |
| 31. | Backflow prevention device inspection | @ | \$ 125.00 Unit |
| 32. | Pesticide application on trees for disease control | @ | \$ 75.00 EA |
| 33. | Landscape Design Services | @ | \$ 120.00 Hour |
| 34. | Submit disease/pest control records to county agricultural commissioner | @ | \$ 95.00 Per occurrence |
| 35. | Insect, disease and rodent control | @ | \$ 95.00 10,000 Sq. Ft. |

Note: The Landscape Maintenance firm is required to complete the unit price column as part of the RFQ submittal.

Initials: (City) _____ Contractor) _____

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

(City of Calabasas / VanderGeest Landscape Care, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

Landscape Maintenance of Public Works Street Medians and certain sidewalks and parkways for Contract Area #1 Public Works Maintenance Zones within the City of Calabasas.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 18, 2013** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 18, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": **February 14, 2013.**

3.4 "Expiration Date": **February 14, 2016.**

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Eighty Five Thousand, Eight Hundred Sixty Nine Dollars and Eight Cents (\$85,869.08) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Joanne VanderGeest** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Initials: (City)



(Contractor)



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

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

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

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

6. COMPENSATION

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

Initials: (City) *JB* (Contractor) *GV*

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

Initials: (City) *BJ* (Contractor) *W*

10. INDEMNIFICATION

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

Initials: (City) BY (Contractor) JN

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

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

11. INSURANCE

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

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

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

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

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

Initials: (City) *BJ* (Contractor) *JV*

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

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

Initials: (City) RS (Contractor) Q

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

Initials: (City) *JK* (Contractor) *JV*

therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Steve Ball, Landscape Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

VanderGeest Landscape Care, Inc.
2476 Palma Dr., Suite G
Ventura, CA 93003
Attn: Joanne VanderGeest, CEO
Telephone: (805) 650-0726
Facsimile: (805) 650-7216

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

Initials: (City) SB (Contractor) JV

17. TERMINATION

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

18. GENERAL PROVISIONS

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

Initials: (City) (Contractor)

writing.

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

Initials: (City)  (Contractor) 

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

Initials: (City)  (Contractor) 

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas / VanderGeest Landscape Care, Inc.

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

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

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

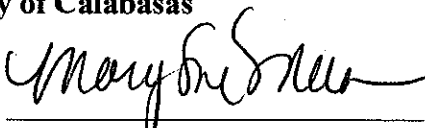
Initials: (City)  (Contractor) 

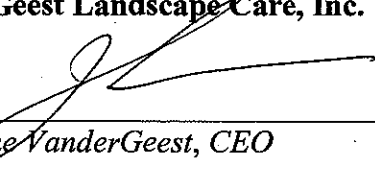
Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas / VanderGeest Landscape Care, Inc.

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

"City"
City of Calabasas

"Consultant"
VanderGeest Landscape Care, Inc.

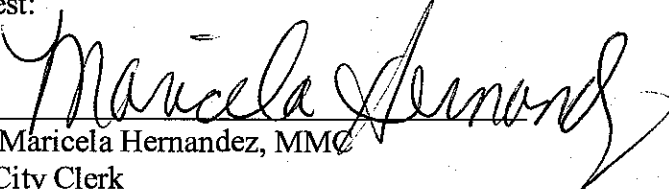
By: 
Mary Sue Maurer, Mayor

By: 
Joanne VanderGeest, CEO

Date: 3/7/13


Date: 2-26-13

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 3/5/13

Approved as to form:

By: 
Scott H. Howard, Interim City Attorney

Date: 2-27-13

EXHIBIT A
SCOPE OF WORK



CITY OF CALABASAS

**NOTICE
REQUEST FOR QUALIFICATIONS / PROPOSALS
LANDSCAPE MAINTENANCE OF
PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK
AND PARKWAY AREAS
WITHIN THE CITY OF CALABASAS**

Notice is hereby given that sealed qualifications / proposals will be accepted by the City of Calabasas, Public Works Department, **up to the end of the business day (5:30 PM) on January 18, 2013**. The landscape maintenance contractor shall furnish all labor, materials and work necessary to perform landscape maintenance to all noted areas within the City of Calabasas, Ca.

This RFQ/P comprises the complete Landscape Maintenance areas throughout the City of Calabasas, including maps and square footages of all areas to be maintained.

Proposals shall be delivered to the City Clerk and addressed to:

City of Calabasas
ATTN: CITY CLERK
Public Works Department, Landscape Manager
100 Civic Center Way
Calabasas, Ca 91302

Proposals shall be submitted to the City Clerk, along with all support documentation, and shall be plainly marked on the outside of the envelope, **LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN THE CITY OF CALABASAS, CA.**

Proposals not received by 5:30 PM, January 18, 2013, will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline, but received after the deadline will be considered non-responsive and will be returned unopened.

EXHIBIT B
APPROVED FEE SCHEDULE



LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

COST BREAKDOWN TOTAL CONTRACT AREA #1


| | |
|--|--------------|
| TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES | \$ 87,695.58 |
| TOTAL AMOUNT OF COST BREAKDOWN IN WORDS: | |
| Eight Seven Thousand | |
| Six Hundred & Ninety Five Dollars | |
| and Fifty Eight cents | |

Note: The total cost of the Cost Breakdown will be considered the base bid for this Contract Area No. 1.

NAME OF LANDSCAPE MAINTENANCE FIRM:

: VanderGeest Landscape Care, Inc.

CONTRACTOR'S LICENSE NUMBER: 678032

AUTHORIZED SIGNATURE: 

TITLE: Pres.

DATE: 1-18-2013

ADDENDUM NO. 1

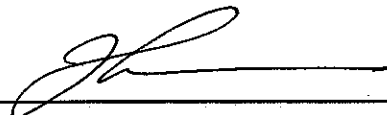
44

Spc12-19

Initials: (City)



Contractor)



LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

UNIT PRICE LIST
THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT
Unit Prices for Additional Work

| Item No. | Description | | Unit Price | Unit |
|----------|---|-------|-------------|----------------|
| 1. | Misc. irrigation system repair parts @ cost plus ^N 2510 % | | | |
| 2. | Landscape Irrigation Technician: Hourly Rate: | | \$ 45.00 | EA |
| 3. | Pop-up sprinkler / replace | 4" @ | \$ 16.50 | EA |
| | | 6" @ | \$ 22.00 | EA |
| | | 12" @ | \$ 24.20 | EA |
| 4. | Pop-up gear drive sprinkler / replace | 4" @ | \$ 22.00 | EA |
| | | 6" @ | \$ 32.00 | EA |
| | | 12" @ | \$ 42.00 | EA |
| 5. | Fixed shrub sprinkler / replace | 4" @ | \$ 20.00 | EA |
| | | 6" @ | \$ 22.00 | EA |
| | | 12" @ | \$ 47.00 | EA |
| 6. | Fixed shrub gear driven sprinkler / replace | 4" @ | \$ 25.00 | EA |
| | | 6" @ | \$ 35.00 | EA |
| | | 12" @ | \$ 45.00 | EA |
| 7. | Automatic sprinkler valve / replace | ¾" @ | \$ 150.00 | EA |
| | | 1" @ | \$ 185.00 | EA |
| | | 1½" @ | \$ 225.00 | EA |
| | | 2" @ | \$ 275.00 | EA |
| 8. | 1-gal. shrub/perennial install | @ | \$ 12.00 | EA |
| 9. | 2-gal. shrub/perennial install | @ | \$ 20.00 | EA |
| 10. | 5-gal. shrub/perennial install | @ | \$ 30.00 | EA |
| 11. | 5-gal tree in place (stakes incl.) | @ | \$ 40.00 | EA |
| 12. | 15 gal. Tree in place (stakes incl.) | @ | \$ 115.00 | EA |
| 13. | 24" box tree in place (stakes incl.) | @ | \$ 300.00 | EA |
| 14. | 36" box tree in place (stakes, incl.) | @ | \$ 1320.00 | EA |
| 15. | 48" box tree in place (stakes, incl.) | @ | \$ 2500.00 | EA |
| 16. | Hand watering of tree well | @ | \$ 10.00 | EA |
| 17. | Flat of ground cover install | @ | \$ 25.00 | EA |
| 18. | 4" pot annual color | @ | \$ 30.00 | EA |
| 19. | Planter bed mulch in place | @ | \$ 40.00 | /Cubic Yard |
| 20. | Turf renovation (incl. de-thatch, over seed, top dress) | @ | \$ 390.00 | /1,000 Sq. Ft. |
| 21. | Turf aeration | @ | \$ 150.00 | /1,000 Sq. Ft. |
| 22. | Additional labor | @ | \$ 28.00 | /Manhour |
| 23. | Additional supervisor | @ | \$ 72.50 | /Manhour |
| 24. | Additional mowing | @ | \$ 22.00 | /100 Sq. Ft. |
| 25. | Sod installation | @ | \$ 1.75 | SF |
| 26. | Seed installation | @ | \$.39 | SF |
| 27. | Fertilization (shrub bed & turf) | @ | \$ 1,000.00 | AS/Acre |
| 28. | Soil test and analysis | @ | \$ 250.00 | Unit |
| 29. | Plant tissue analysis | @ | \$ 250.00 | Unit |
| 30. | Plant pathology test | @ | \$ 250.00 | Unit |
| 31. | Backflow prevention device inspection | @ | \$ 300.00 | Unit |
| 32. | Pesticide application on trees for disease control | @ | \$ 300.00 | EA |
| 33. | Landscape Design Services | @ | \$ 100.00 | Hour |
| 34. | Submit disease/pest control records to county agricultural commissioner | @ | \$ 65.00 | Per occurrence |
| 35. | Insect, disease and rodent control | @ | \$ 110.00 | 10,000 Sq. Ft. |

Note: The Landscape Maintenance firm is required to complete the unit price column as part of the RFQ submittal.

Spc12-19

48

Initials: (City) JB Contractor) GN



CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 257,607.24
 CHANGE ORDER #1 (+) \$ 139,225.00
 FINAL CONTRACT AMOUNT (=) \$ 396,832.24

CONTRACT CHANGE ORDER NO.: 1
 DATE: 5/27/2015


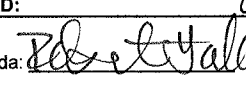
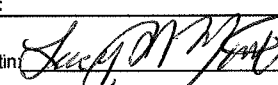
PROJECT TITLE: Landscape Maintenance of Public Works, Street Medians, Certain Sidewalks and Parkway Areas (Area #1)
 OWNER: City of Calabasas
 CONTRACTOR: VanderGeest Landscape Care, Inc.

| THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED: | NET ADDITION | NET DEDUCTION | DAYS EXTENDED |
|--|--------------|---------------|---------------|
| <p>Public Works Street Medians, Certain Sidewalks and Parkway Areas (Area #1): This Change Order will cover the cost of regularly scheduled maintenance and required extra work for the remainder of FY 2014-2015 and for FY 2015-16 until end of contract (February 14, 2016). Required Extra Work includes irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and tree planting.</p> | \$ 139,225 | | |
| | \$ 139,225 | \$ - | |

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 139,225**
 *** ONE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS *** ADDITION

DATE: _____


 Joanne VanderGeest, President
 VanderGeest Landscape Care, Inc.

| RECOMMENDED: | APPROVED: | ACCEPTED: |
|--|--|--|
| Steve Ball:  Landscape Districts Maintenance Manager Date: <u>5-20-15</u> | Robert Yalda:  Public Works Director/City Engineer Date: <u>5/20/15</u> | Lucy M. Martin:  Mayor Date: <u>5/28/15</u> |

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

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



CITY of CALABASAS

| | | | |
|------------------------------|------------|-----------|----------------|
| BASE CONTRACT AMOUNT | | \$ | 83,685 |
| CHANGE ORDER No. 1 | (+) | \$ | 26,473 |
| FINAL CONTRACT AMOUNT | (=) | \$ | 110,158 |

CONTRACT CHANGE ORDER NO.: 1
DATE: 12/10/14

PROJECT TITLE: LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS, CERTAIN SIDEWALKS AND PARKWAY AREAS (AREA #2) WITHIN THE CITY OF CALABASAS
OWNER: CITY OF CALABASAS
CONTRACTOR: VALLEYCREST LANDSCAPE MAINTENANCE

| THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED: | NET ADDITION | NET DEDUCTION | DAYS EXTENDED |
|--|--------------|---------------|---------------|
| This Change Order will fund Fiscal Year 2014-15 regularly scheduled monthly landscape maintenance, which includes a 1.08% CPI Increase. | \$16,473 | | |
| This Change Order will fund Fiscal Year 2014-15 required extra work which may include irrigation repair/replacement and replacement of damaged/destroyed plants. | \$10,000 | | |
| | \$26,473 | | |

We hereby agree to make the above change subject to the terms of this order for the sum of: \$26,473

**** TWENTY SIX THOUSAND FOUR HUNDRED AND SEVENTY THREE DOLLARS ****

CONTRACTOR: VALLEYCREST LANDSCAPE MAINTENANCE

[Signature]
Frank Annino, Regional Vice President

1/5/15

DATE

| | | |
|---|--|--|
| RECOMMENDED: <i>[Signature]</i> | APPROVED: <i>[Signature]</i> | ACCEPTED: <i>[Signature]</i> |
| Steve Ball, Landscape District Manager Date: 1/13/15 | Robert Yalda, Public Works Director/City Engineer Date: 1/13/2015 | David J. Shapiro, Mayor Date: 1/14/15 |

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

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

ITEM 2 ATTACHMENT 9

| | | |
|--------------------------|-----|--------------|
| BASE CONTRACT AMOUNT | | \$83,685.00 |
| CHANGE ORDER #1 | (+) | \$26,473.00 |
| ADJUSTED CONTRACT AMOUNT | (=) | \$110,158.00 |
| THIS CHANGE ORDER #2 | (+) | \$20,000.00 |
| FINAL CONTRACT AMOUNT | (=) | \$130,158.00 |

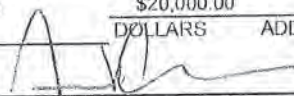
CONTRACT CHANGE ORDER NO.: 2
DATE: 10/28/2015

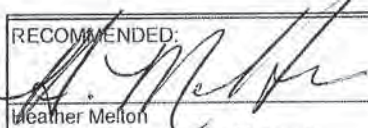
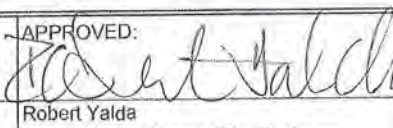
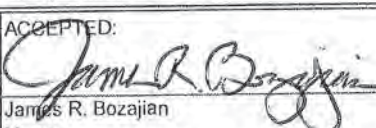
PROJECT TITLE: Landscape Maintenance of Public Works Street Medians, Certain Sidewalks and Parkway Areas (Area #2) within the City of Calabasas
OWNER:
CONTRACTOR: VALLEYCREST LANDSCAPE MAINTENANCE

| THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED: | NET ADDITION | NET DEDUCTION | DAYS EXTENDED |
|--|---------------------|---------------|---------------|
| Regularly Scheduled Landscape Maintenance This Change Order will cover the cost of FY 2015-2016 public works median regularly scheduled monthly landscape maintenance contract. | \$ 14,286.00 | | |
| Required Extra Work This Change Order will cover the cost of FY 2015-2016 required extra work to repair or replace damaged or destroyed public works median landscape irrigation systems or plants. | \$ 5,714.00 | | |
| NET TOTALS | \$ 20,000.00 | \$0.00 | 0 |

We hereby agree to make the above change subject to the terms of this order for the sum of: \$20,000.00
*** Twenty Thousand***

12/9/15
DATE


Frank Annino, Regional Vice President
Valleycrest Landscape Maintenance

| | | |
|---|--|---|
| RECOMMENDED:  Weather Melton Landscape Maintenance Manager Date: <u>12/15/15</u> | APPROVED:  Robert Yalda Public Works Director/City Engineer Date: <u>12/15/15</u> | ACCEPTED:  James R. Bozajian Mayor Date: <u>12/15/15</u> |
|---|--|---|

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

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



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 27, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GLENN MICHITSCH, SENIOR PLANNER 

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2016-1494 AFFIRMING THE PLANNING COMMISSION'S APPROVAL OF FILE NO. 150000876: A CONDITIONAL USE PERMIT TO ESTABLISH A SPIN-ORIENTED HEALTH AND FITNESS CLUB (SOULCYCLE) IN A MIXED-USE STRUCTURE CURRENTLY UNDER CONSTRUCTION, LOCATED AT 23500 PARK SORRENTO, WITHIN THE COMMERCIAL MIXED-USE (CMU) ZONING DISTRICT.

MEETING DATE: FEBRUARY 10, 2016

SUMMARY RECOMMENDATION:

Adopt Resolution No. 2016-1494 affirming the Planning Commission's approval of File No. 150000876.

BACKGROUND:

On July 25, 2013, the Planning Commission certified an environmental impact report (EIR) and approved a mixed-use development (Attachment C) consisting of the following components:

- 80 condominium units (72 market-rate and 8 affordable)
- 9,549 sq. ft. commercial space (restaurant and day spa/retail)
- 1,000 sq. ft. outdoor dining area

- 289 total parking spaces (184 residential, 90 commercial, 8 public, and 7 privately leased) located in both a two-level subterranean parking structure and on the surface
- 8 detached buildings (7 residential, 1 mixed-use)
- Community recreation (pool, clubhouse)
- Landscaping, walkways, sitting areas, public art and other amenities

On July 16, 2015, the applicant submitted an application for a conditional use permit to establish a spin-focused health and fitness club (Soulcycle) within a 2,636 square-foot space on the ground floor of the mixed-use building to replace one of the originally approved restaurant spaces (approximately 80 seats). Please see project plans attached as Attachment B, and Project Information Sheet attached as Attachment D. The project includes the following components:

- 56 participant bicycles + 1 instructor bicycle
- 145 sq. ft. retail sales area
- Bathrooms, showers and lockers
- Reception, storage and office space
- Elimination of 255 sq. ft. of outdoor dining area (approx. 8 outdoor restaurant seats)

The project application and plans were routed to the Development Review Committee for review upon receipt. Following staff's review and submission of corrected plans, the application was deemed complete on September 22, 2015.

The project was originally noticed and scheduled for a Planning Commission hearing on October 15, 2015. However, due to concerns from CPHA and the public, the applicant requested a continuance, which was granted first to November 5, 2015 and subsequently to January 7, 2016. During that time, on October 28, 2015 the applicant team (including the applicant's traffic engineer) met with members of the CPHA board, Ross Morgan and City staff to give CPHA a better understanding of the business, operating characteristics and parking generation issues. In addition, on December 16, 2015, the applicant held a public outreach meeting to give the public an opportunity to learn more about Soulcycle and their operations, and to ask questions of Soulcycle representatives and their traffic engineer.

On January 7, 2016, the Planning Commission held a public hearing, took testimony from 18 persons (14 pro, 3 con and 1 neutral) and voted 3-1 to adopt Planning Commission Resolution 2016-606 (Attachment J), approving the Conditional Use Permit to establish Soulcycle as a use in the development. The application was called for review by the City Council on January 19, 2016.

DISCUSSION/ANALYSIS:

A synopsis of the significant issues regarding this project is discussed below. For expanded, in-depth analyses of all related topics, refer to the Planning Commission Agenda Reports dated October 15, 2015 (Attachment L) and January 7, 2016 (Attachment M).

1. Business Operation: Soulcycle is a type of health and fitness club that focuses on stationary bicycle (spin) training. The company has locations nationwide, including nine established locations in the Los Angeles Area.

The proposed hours of operation are from 5:30am to 10:00pm, Monday through Friday, and 7:00am to 9:00pm on Saturday and Sunday. Classes are all 45 minutes in length. A typical class involves instructor-led high energy spinning. Music and lighting are used to create a unique experience for class users. Cyclists may choose to use weights during their spin class as well. The proposed facility will have a maximum of five employees on premises at any given time including a manager, an instructor, two front desk staff and a maintenance staff member.

Soulcycle is non-membership based, but instead uses an online or in-person pre-paid reservation system for its clients. Clients can purchase one class at a time or multiple classes in advance.

2. Zoning: The Director has determined that Soulcycle is categorized as a health and fitness club by the City's Development Code. In the Commercial Mixed-Use (CMU) zone, health and fitness clubs require the approval of a conditional use permit (CUP). The CUP requirement allows the City to impose conditions to ensure that the project's operations will not conflict with adjacent uses. Potential conflicts warranting review, analysis, and conditions of approval for the purpose of mitigating the impact included off-street parking, traffic and noise.

Parking: Because the proposal is to replace an approved 2,636 sq. ft. ground floor restaurant space (servicing 80 seats) with a health and fitness club use (with 56 spin bicycles), staff re-evaluated both the development's Code-mandated parking requirement and its projected parking demand (based on a shared use parking analysis) to make sure that the facility was still adequately parked on-site, and would not result in any impact to the surrounding community.

In the 2013 approval of the mixed-use development (which included a 7% reduction of the City's Code-mandated parking requirement per the findings in a

shared parking analysis), the project provided a total of 289 parking spaces, broken down as follows:

- 184 exclusively residential spaces
- 90 unrestricted commercial spaces
- 15 “extra” parking spaces (8 public and 7 leased).

To properly analyze the proposal, staff required the applicant to submit a detailed parking analysis (Attachment E) that compared the number of Code-required parking spaces for the originally approved project to the new proposal (with Soulcycle replacing a restaurant space) in two ways: 1) as the Code-defined Health and Fitness Club use, and 2) as a studio use that utilizes a more intense parking requirement. The reason for the second analytical method is that although the Code defines the use as a Health and Fitness Club, Soulcycle’s use characteristics more closely resemble a hybrid studio/health and fitness club use that only conducts one class at a time, and studio uses are required to meet a more intense Code parking standard. The comparative results for the entire mixed-use development (with Soulcycle factored in) are as follows:

Table 1: Code-Required Parking Comparison

| | Original Approval | Proposal as Health and Fitness Club Use | Proposal as a Studio Use |
|--------------------------|-------------------|---|--------------------------|
| Total Requirement | 284 | 274 | 284 |
| Total Provided | 289 | 289 | 289 |
| Surplus | 5 | 15 | 5 |

As is demonstrated in the above table, replacement of the approved restaurant space with Soulcycle as a health and fitness club use requires 10 fewer spaces than as a restaurant, resulting in an increased parking surplus. The more conservative approach is to analyze the Code parking requirement of the Soulcycle use as a studio use, which yields no change in the required parking when compared to the originally approved restaurant use.

The parking analysis also analyzed the predicted demand of the mixed-use development, taking into account that various uses in the mixed-use development will experience peak demand at different times of the day (also called shared parking demand). The “shared” parking demand analysis studied the peak demands of both the entire development (residential and commercial combined), and then for clarity, broke down the demand into the residential and

commercial components individually so that the demand can be compared to the existing parking supply for each component. Peak demand was analyzed both during the week and on the weekends. The results are as follows:

Table 2: Shared Parking Demand – Whole Site

| | Weekday Peak | Weekend Peak |
|---|--------------|--------------|
| Residential Demand (for 184 total spaces) | 148 | 148 |
| Commercial Demand (for 90 total spaces) | 69 | 77 |
| Extra Spaces Demand (for 15 total spaces) | 15 | 15 |
| Total Demand | 232 | 240 |
| Parking Provided | 289 | 289 |
| Parking Surplus | 57 | 49 |

Table 3: Shared Parking Demand – Individual Components

| | Peak Parking Demand | Spaces Provided | Surplus |
|--------------------------------|---------------------|-----------------|---------|
| Residential Peak | 148 | 184 | 36 |
| Commercial Weekday Peak | 69 | 90 | 21 |
| Commercial Weekend Peak | 77 | 90 | 13 |

The above tables demonstrate that the parking supply for the entire development of 289 spaces far exceeds the expected weekday peak parking demand of 232 spaces, and the weekend peak parking demand of 240 spaces. Furthermore, the parking analysis demonstrates that in focusing on only the commercial parking component, (with 90 available parking spaces), again the supply of parking spaces far exceeds the expected weekday parking demand of 69 spaces and weekend parking demand of 77 spaces.

The conclusions drawn from these studies are that replacing an 80-seat restaurant space with the 56 cycle spin studio both meet Code requirements (in a conservative approach) and exceed Code requirements (in a traditional approach), and far exceed projected demand at both weekday and weekend peak times. To this end, replacement of a restaurant space with Soulcycle’s health and fitness club use is not expected to create any parking impact to the site or surrounding area. All parking demands can be accommodated on-site. All data and conclusions have been reviewed and concurred with by the City Engineer (Attachment H).

3. Traffic: The applicant was required to submit an analysis of the change in traffic counts that would occur by replacing the approved restaurant space with the proposed Soulcycle use (Attachment G). Traffic rates contained in the ITE Manual for trip generation were utilized, and compared trip generation rates for a 2,636 sq. ft. high turnover restaurant (ITE Land Use #932) with that of an Athletic Club (ITE Land Use #493). The findings were that the replacement of the approved restaurant use with the Soulcycle use would generate 254 fewer average daily trips, including 24 fewer A.M. Peak Hour trips and 13 fewer P.M. Peak Hour trips. Therefore, replacing the approved restaurant use with the Soulcycle use will improve traffic conditions overall from the originally approved project. The City Engineer as reviewed the submitted traffic data and concurs with the findings (Attachment H).

4. Noise: As mentioned above in Section 1, music is a key component of Soulcycle's spin classes. Because Soulcycle is established nationally in many urban environments, the company has employed an acoustical engineer to design all of its studios so that there is no increase in ambient noise levels outside any of its facilities. To this end, the applicant is proposing 100% soundproofing of the cycling studio, and acoustic treatment of the demising wall separating the Soulcycle space from adjacent tenants (Attachment F). Staff has reviewed the acoustical analysis and proposed soundproofing construction, and agrees that soundproofing methods proposed are adequate, and no noise impacts will occur.

Nonetheless, to gain a first-hand experience, staff visited the Malibu Soulcycle establishment to observe operations, and specifically observe noise levels inside the studio, interior to the business (and outside of the studio), and outside of the establishment altogether. Staff found that although the music played within the studio was high decibel, no sound from inside the studio was audible outside the studio while class was in session. In turnover times when the studio door is open, music was audible within the tenant space (in the lobby for example); however, no music was audible outside of the establishment, even with the studio door open.

5. Compatibility with Adjacent Uses: Establishment of the Soulcycle use requires the approval of a Conditional Use Permit, which requires the findings in CMC Section 17.62.060(E) to be made. The most significant of those findings relevant to establishment of the use, is that the location and operating characteristics are compatible with the existing and anticipated future land uses in the vicinity.

The surrounding land uses are comprised of a mix of (mostly) office uses, an athletic club (Calabasas Tennis and Swim Center), an unstaffed public utility,

and residential condominiums located both on-site, and approximately 275 – 300 feet east of (and across the street from) the subject property. In this case, potential impacts to any of the surrounding uses involve parking and noise. As described above, the site can accommodate 100% of the parking demand, and noise has been mitigated 100% through soundproofing of the facility. To this end, the Soulcycle use will not conflict with any of the existing or anticipated future uses in the vicinity.

ENVIRONMENTAL REVIEW:

This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(e)(2) Existing Facilities. A Notice of Exemption has been prepared and is attached as Attachment O.

FISCAL IMPACT/SOURCE OF FUNDING:

Because the project consists of approving a health and fitness club use in a space previously approved for a restaurant, no fiscal impact to the City is expected.

REQUESTED ACTION:

That the Council adopt Resolution No. 2016-1494 approving File No. 150000876

ATTACHMENTS:

- | | |
|--------------|--|
| Attachment A | Draft Council Resolution No. 2016-1494 |
| Attachment B | Proposed Project Plans |
| Attachment C | 2013 Approved Project Plans |
| Attachment D | Project Information Sheet |
| Attachment E | Parking Analysis |
| Attachment F | Noise Study |
| Attachment G | Traffic Generation Comparison |
| Attachment H | City Engineer Review |
| Attachment I | Soulcycle Marketing Information |
| Attachment J | Planning Commission Resolution No. 2016-606 |
| Attachment K | Planning Commission Minutes of October 15, 2015 And January 7, 2016 |
| Attachment L | October 15, 2015 Planning Commission Agenda Report |
| Attachment M | January 7, 2015 Planning Commission Agenda report |
| Attachment N | Public Correspondence |
| Attachment O | Draft Notice of Exemption |

ITEM 3 ATTACHMENT A

RESOLUTION NO. 2016-1494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING FILE NO. 150000876, A CONDITIONAL USE PERMIT TO ESTABLISH A SPIN-FOCUSED HEALTH AND FITNESS CLUB (SOULCYCLE) THAT INCLUDES CHANGING AND LOCKER FACILITIES, RECEPTION, OFFICE AND LAUNDRY, AND RETAIL APPARREL SALES IN A MIXED-USE STRUCTURE CURRENTLY UNDER CONSTRUCTION, LOCATED AT 23500 PARK SORRENTO IN THE COMMERCIAL, MIXED USE (CMU) ZONING DISTRICT.

Section 1. The City Council has considered all of the evidence submitted into the administrative record which includes, but is not limited to:

1. Agenda reports prepared by the Community Development Department.
2. Staff presentation at the public hearing held on February 10, 2016 before the City Council.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the City Council finds that:

1. The applicant submitted an application for File No. 150000876 on July 16, 2015.
2. The project was reviewed by the Development Review Committee on August 4, 2015.

3. On September 22, 2015, the application was deemed complete and the applicant was notified.
4. On January 7, 2016, the Planning Commission held a public hearing on the matter and adopted Planning Commission Resolution 2016-606 approving File No. 150000876.
5. The matter was called for review by the City Council on January 19, 2016, and scheduled for a public hearing on February 10, 2016.
6. Notice of the February 10, 2016 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
7. Notice of the February 10, 2016 City Council public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
8. Notice of the February 10, 2016 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
9. Notice of the February 10, 2016 City Council public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
10. A public hearing was held at the February 10, 2016 City Council meeting.
11. The project site is currently zoned Commercial, Mixed Use (CMU).
12. The land use designation for the project site under the City's adopted General Plan is Mixed-Use 0.95 (MU 0.95).
13. Properties surrounding the project site are zoned CO, CT, REC, PF and OS and have General Plan land use designations of B-PO, B-OT, PF-R and OS-RP.

Section 3. In view of all of the evidence and based on the forgoing findings, the City Council further concludes as follows:

FINDINGS

Section 17.62.060 Calabasas Municipal Code allows the review authority to approve a Conditional Use Permit provided that the following findings are made:

1. *The proposed use is conditionally permitted within the subject zoning district*

and complies with all of the applicable provisions of this development code;

Health and fitness clubs are allowed in the Commercial Mixed Use (CMU) zone with a Conditional Use Permit, per Section 17.11.010 of the Land Use and Development Code. The Municipal Code does not provide specific standards for a health and fitness club. The proposed use and improvements, as designed, complies with all applicable provisions of the Development Code, including parking standards. Therefore, the proposed project meets this finding.

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

The proposed Soulcycle health and fitness club is consistent with the City of Calabasas General Plan because it helps promote a mix of retail and service commercial, office, and business park areas (Policy II-11). In this case, establishment of a health and fitness club in a mixed-use building will be complementary to an area with existing residences (both on-site and off-site) and businesses owners and patrons that may choose to use the facility due to their close proximity. For this reason, establishment of a Soulcycle health and fitness club meets this finding.

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

The Project is Categorically Exempt from CEQA per Section 15301 (Existing Facilities) of the CEQA Guidelines. Therefore, the proposed project meets this finding.

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

The proposed use is a spin-focused health and fitness studio that is located within a mixed-use development with condominiums and approved restaurant and day spa uses. Its spin classes are high intensity and use loud music and lighting to create an ambiance conducive to its high intensity program. Soulcycle's hours of operation are 5:30am to 10:00pm Monday through Friday, and 7:00am to 9:00pm Saturday and Sunday. Adjacent uses and uses in the vicinity include professional offices, another health club, a telecommunications switching station and other multi-family residences. The health and fitness club use is complementary to uses in the vicinity because it provides fitness opportunities to the community. From an operational standpoint, there are two issues that could potentially impact the adjacent uses, which are parking and noise. The parking analysis, submitted by the applicant and reviewed by the City, demonstrates that the existing parking supply is more than adequate to

accommodate the parking demand. Regarding noise, even though Soulcycle's spin program utilizes loud music, the entire fitness studio along with an acoustically treated demising wall between the Soulcycle leased area and adjacent tenants is adequately soundproofed so that Soulcycle's operation will not raise ambient noise levels outside the facility. Because of these reasons, the proposed use meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the City Council approves File No. 150000876 subject to the following agreements and conditions:

I. INDEMNIFICATION AGREEMENT

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Accordingly, to the fullest extent permitted by law, Soulcycle, LLC, its representative(s), or its successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Soulcycle, LLC, its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

II. CONDITIONS OF APPROVAL

Planning Division

1. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.

2. The project approved herein is depicted on those sets of drawings, floor plans, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff must be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.
3. This Conditional Use Permit may be transferred to a subsequent owner/lessee provided that the operation is a similar type and provided that the owner/lessee agrees to abide by all of the conditions and restrictions of the original Conditional Use Permit. Any transfer of ownership is subject to review by the Planning/Building Department under the zoning clearance process.
4. The City reserves the right to further review of the Conditional Use Permit and conditions of approval should complaints be received from adjacent residents/tenants or should the number of incidents reported to the Sheriff's Department exceed the number expected in this type of development.
5. The project shall comply with all sign regulations provided in Section 17.30 of the Municipal Code, as well as the approved sign program for the "Avanti" mixed-use development.
6. All on-site improvements related to this application shall be developed to the specifications contained in the July 14, 2015 Soulcycle Calabasas Acoustic Report and Recommendations.
7. Hours of operation shall be limited to 5:30am through 10:00pm Monday through Friday and 7:00am to 9:00pm Saturday and Sunday.
8. Applicant shall obtain any applicable Fire Department approvals from the County of Los Angeles Fire Department's Fire Prevention Engineering Unit.

Environmental Services Division

9. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local storm drains and waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction sites left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City ordinances and State laws. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapters 8.28. Failure to

implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.

10. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems.
11. Per the Calabasas Municipal Code Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." Recology (former Crown Disposal Co, Inc.) is the only provider temporary roll-off containers permitted to operate in Calabasas. Please contact (818-767-0675) for any roll-off or temporary container services. An Encroachment Permit from the City Public Works Department is required prior to placing a refuse bin/container on the street.

Section 5. All documents described in Section 1 of CC Resolution No. 2016-1494 are deemed incorporated by reference as set forth at length.

Section 6. 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 10th day of February, 2016.

James R. Bozajian
Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk

Scott H. Howard, City Attorney

ITEM 3
ATTACHMENT B
CAN BE VIEWED
BY VISITING THE PUBLIC
COUNTER

**ITEM 3
ATTACHMENT C
CAN BE VIEWED
BY VISITING THE PUBLIC
COUNTER**

Soul Cycle Calabasas Project Information Sheet

Location: Avanti Mixed-Use Building (Building 8)
Commercial Level: 1st Level
Square Footage: 2,140 SF
Proposed Uses: Indoor Cycling Fitness Club
Ancillary Uses: Reception Area, Retail Store, Bathrooms/Showers, Storage, Laundry, and Office Space.
Access: Access is gained via the tower entrance at the street level or from the building lobby through a corridor.
Parking: Parking will be provided within the Bldg. 8 subterranean parking garage or other non-assigned project spaces.
Weekday Hours of Operation: 5:30 AM - 10:00 PM Monday-Friday
Weekend Hours of Operation: 7:00 AM - 9:00 PM Saturday & Sunday
Employees at Maximum Shift: 5 Employees (1 Class Instructor, 1 Fitness Club Manager, 2 Front Desk Staff, 1 Maintenance/Cleaning Staff Member)
Bicycle Stations: 56 Bicycles for Customers; 1 Bicycle for Class Instructor
Sessions: Classes are all 45 minutes in length.
Membership Club: Soul Cycle is not a membership club. Sessions can be reserved online or in person with payment based on a single class or multiple classes may be paid in advance. See typical class schedule and sample fee sheet attached.
Other Fitness Equipment: None. NOTE: cyclists may use weights during cardio classes as part of the cardio fitness workout.
Noise Control Wall Insulation: 100% soundproofing provided as part of tenant improvements.



ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Since 1978

Richard L. Pool, P.E.
Scott A. Schell, AICP, PTP

September 14, 2015

15055L02

Rick Bianchi
The New Home Company
29219 Canwood Street, Suite 107
Agoura Hills, CA 91301

PARKING ANALYSIS FOR THE VILLAGE AT CALABASAS PROJECT, CITY OF CALABASAS

Associated Transportation Engineers (ATE) has prepared the following parking analysis for the Village at Calabasas Project. The study identifies the project's Zoning Ordinance parking requirements, quantifies the project's peak parking demands, and evaluates the adequacy of the proposed parking supply.

PROJECT DESCRIPTION

The Village at Calabasas Project was approved by the City in 2013 and included 80 condominium units, 3,700 SF of retail space, 7,000 SF of restaurant space, and 1,000 SF of outdoor dining area. The Planning Commission approved a 7% shared parking reduction to the City's Zoning Ordinance parking requirements for the project which was based on an Urban Land Institute (ULI) shared parking analysis prepared by ATE. In 2014, a director approved minor modification was permitted to construct a smaller project consisting 80 condominium units, 3,346 SF of retail uses, 6,203 SF of restaurant space, and 1,000 SF of outdoor dining area. The project is now proposing to convert a portion of the approved restaurant space into a health/fitness club (SoulCycle) and reduce the amount of outdoor dining area. The City is requiring a new Conditional Use Permit (CUP) for the proposed SoulCycle use. Table 1 compares the land uses of the originally approved project (2013), the permitted project (2014), and the current Commercial Use Change (2015).

**Table 1
Project Land Use Comparison**

| Approved Project (2013) | Director Approved Minor Modification To The Approved Project (2014) | Proposed Commercial Use Change Project (2015) |
|--------------------------------|--|--|
| 80 Condominium Units | 80 Condominium Units | 80 Condominium Units |
| 3,700 SF Retail | 3,346 SF Retail | 3,346 SF Retail |
| 7,000 SF Restaurant | 6,203 SF Restaurant | 3,282 SF Restaurant |
| 1,000 SF Outdoor Dining | 1,000 SF Outdoor Dining | 745 SF Outdoor Dining |
| - | - | 2,636 SF Health/Fitness Club |

PARKING ANALYSIS

The following section evaluates the adequacy of the proposed parking supply based on the City's Zoning Ordinance and empirical shared parking demand data for mixed-use developments.

Project Parking Supply

The project is proposing to provide a total of 289 parking spaces on site with 144 parking spaces provided in covered surface level garages, 59 uncovered surface level spaces, and 86 parking spaces provided in an underground parking garage located below Building 8. Table 2 presents a breakdown of the parking supply for the proposed land-uses.

**Table 2
Proposed Parking Supply**

| Proposed Use | Parking Provided (Location) |
|---|---|
| Residential Parking - Residents - Guests | 184 Spaces - 144 Reserved Spaces (Covered Surface Level) - 13 Reserved Spaces (Parking Garage) - 25 Reserved Spaces (Uncovered Surface Level) - 2 Reserved Spaces (Parking Garage) |
| Commercial Parking | 90 Spaces - 64 Spaces (Parking Garage - Unassigned) - 26 Spaces (Uncovered Surface Level - Unassigned) |
| Additional Parking - On-Street Replacement Spaces - Reserved for Adjacent Property | 15 Spaces - 8 Spaces (Uncovered Surface Level – 2 Hour) - 7 Reserved Spaces (Parking Garage) |
| Total Parking Provided | 289 Spaces - 144 Spaces (Covered Surface Level) - 59 Spaces (Uncovered Surface Level) - 86 Spaces (Parking Garage) |

The data in Table 2 show that a total of 184 parking spaces would be allocated to residents and guests and a total of 90 parking spaces would be allocated to the commercial uses. In addition, 8 surface spaces located in the small lot at the northwest corner of the site would be restricted to 2-hour parking and would be open to the public and 7 spaces located in the parking garage below Building 8 would be leased to a neighboring business. The project also includes 108 onsite bicycle parking spaces.

City of Calabasas Zoning Ordinance Parking Requirements

The City's Zoning Ordinance parking requirements for the originally approved project (2013) are summarized in Table 2.

Table 3
City of Calabasas Zoning Ordinance Parking Requirements – Approved Project (2013)

| Proposed Use | Size | Parking Requirement | Required Parking Spaces |
|--|-------------|----------------------------|--------------------------------|
| 1-Bedroom Condo | 6 units | 1.5 spaces/unit | 9 spaces |
| 2-Bedroom Condo | 20 units | 2 spaces/unit | 40 spaces |
| 3-Bedroom Condo | 54 units | 2.5 spaces/unit | 135 spaces |
| Residential Guest | 80 units | 1 space/3 units | 27 spaces |
| General Commercial | 3,700 SF | 1 space/250 SF | 15 spaces |
| Sit-Down Restaurant | 7,000 SF | 1 space/100 SF | 70 spaces |
| Outdoor Dining | 1,000 SF | 1 space/250 SF | 3 spaces |
| Zoning Ordinance Total: | | | 299 Spaces |
| Approved 7% Shared Parking Reduction: | | | 278 Spaces |
| <i>On-Street Replacement Spaces:</i> | | | <i>8 Spaces</i> |
| <i>Additional Parking for Adjacent Property:</i> | | | <i>7 Spaces</i> |
| Total Parking Requirement: | | | 293 Spaces |
| Total Parking Provided: | | | 294 Spaces |

The data presented in Table 3 show that the Zoning Ordinance parking requirement for the approved project was 299 spaces and 278 spaces with the approved 7% mixed-use reduction. The total parking requirement for the originally approved project was 293 spaces with the 15 additional spaces.

Table 4 presents the Zoning Ordinance parking requirements for the director approved minor modification to the approved project (2014).

Table 4
City of Calabasas Zoning Ordinance Parking Requirements -
Director Approved Minor Modification To The Approved Project (2014)

| Proposed Use | Size | Parking Requirement | Required Parking Spaces |
|--|-------------|----------------------------|--------------------------------|
| 1-Bedroom Condo | 6 units | 1.5 spaces/unit | 9 spaces |
| 2-Bedroom Condo | 20 units | 2 spaces/unit | 40 spaces |
| 3-Bedroom Condo | 54 units | 2.5 spaces/unit | 135 spaces |
| Residential Guest | 80 units | 1 space/3 units | 27 spaces |
| General Commercial | 3,346 SF | 1 space/250 SF | 13 spaces |
| Sit-Down Restaurant | 6,203 SF | 1 space/100 SF | 62 spaces |
| Outdoor Dining | 1,000 SF | 1 space/250 SF | 3 spaces |
| Zoning Ordinance Total: | | | 289 Spaces |
| Approved 7% Shared Parking Reduction: | | | 269 Spaces |
| <i>On-Street Replacement Spaces:</i> | | | <i>8 Spaces</i> |
| <i>Additional Parking for Adjacent Property:</i> | | | <i>7 Spaces</i> |
| Total Parking Requirement: | | | 284 Spaces |
| Total Parking Provided: | | | 289 Spaces |

The data presented in Table 4 show that the Zoning Ordinance parking requirement for the director approved minor modification project was 289 spaces and 269 spaces with the approved 7% mixed-use reduction. The total parking requirement for the originally approved project was 284 spaces with the 15 additional spaces.

Table 5 calculates the parking requirements for the SoulCycle space assuming the parking requirement for Health/Fitness Clubs. The table also shows the 7% shared parking reduction that was approved for the project and the additional replacement spaces required as part of the project by the City.

Table 5
City of Calabasas Zoning Ordinance Parking Requirements – Health/Fitness Club

| Proposed Use | Size | Parking Requirement | Required Parking Spaces |
|--|-------------|----------------------------|--------------------------------|
| 1-Bedroom Condo | 6 units | 1.5 spaces/unit | 9 spaces |
| 2-Bedroom Condo | 20 units | 2 spaces/unit | 40 spaces |
| 3-Bedroom Condo | 54 units | 2.5 spaces/unit | 135 spaces |
| Residential Guest | 80 units | 1 space/3 units | 27 spaces |
| General Commercial | 3,346 SF | 1 space/250 SF | 14 spaces |
| Sit-Down Restaurant | 3,282 SF | 1 space/100 SF | 33 spaces |
| Outdoor Dining | 745 SF | 1 space/250 SF | 2 spaces |
| SoulCycle (Health Club) | 2,636 SF | 1 space/150 SF | 18 Spaces |
| Zoning Ordinance Total: | | | 278 Spaces |
| Approved 7% Shared Parking Reduction: | | | 259 Spaces |
| <i>On-Street Replacement Spaces:</i> | | | <i>8 Spaces</i> |
| <i>Additional Parking for Adjacent Property:</i> | | | <i>7 Spaces</i> |
| Total Parking Requirement: | | | 274 Spaces |
| Total Parking Provided: | | | 289 Spaces |

The data presented in Table 5 show that the Zoning Ordinance parking requirement for the project assuming the Health/Fitness Club land-use category is 278 spaces and 259 spaces with the approved 7% mixed-use reduction. The total parking requirement for the project assuming the Health/Fitness Club land-use category is 274 spaces with the 15 additional spaces.

Table 6 calculates the requirements for the proposed Commercial Use Change assuming a "Studio" (Dance/Art/Music) use for the proposed SoulCycle space and includes 300 SF of retail commercial space.

Table 6
City of Calabasas Zoning Ordinance Parking Requirements – Studio/Retail

| Proposed Use | Size | Parking Requirement | Required Parking Spaces |
|--|-------------|----------------------------|--------------------------------|
| 1-Bedroom Condo | 6 units | 1.5 spaces/unit | 9 spaces |
| 2-Bedroom Condo | 20 units | 2 spaces/unit | 40 spaces |
| 3-Bedroom Condo | 54 units | 2.5 spaces/unit | 135 spaces |
| Residential Guest | 80 units | 1 space/3 units | 27 spaces |
| General Commercial | 3,346 SF | 1 space/250 SF | 14 spaces |
| Sit-Down Restaurant | 3,282 SF | 1 space/100 SF | 33 spaces |
| Outdoor Dining | 745 SF | 1 space/250 SF | 2 spaces |
| SoulCycle (Studio) | 56 Students | 1 space/2 Students | 28 Spaces |
| SoulCycle (Retail) | 300 SF | 1 space/250 SF | 1 Space |
| Zoning Ordinance Total: | | | 289 Spaces |
| Approved 7% Shared Parking Reduction: | | | 269 Spaces |
| <i>On-Street Replacement Spaces:</i> | | | <i>8 Spaces</i> |
| <i>Additional Parking for Adjacent Property:</i> | | | <i>7 Spaces</i> |
| Total Parking Requirement: | | | 284 Spaces |
| Total Parking Provided: | | | 289 Spaces |

The data presented in Table 6 show that the Zoning Ordinance parking requirement for the project assuming the Studio land-use category is 289 spaces and 269 spaces with the approved 7% mixed-use reduction. The total parking requirement for the project assuming the Health/Fitness Club land-use category is 284 spaces with the 15 additional spaces.

The data presented in Tables 5 and 6 indicate that the approved parking supply of 289 spaces would meet the City's Zoning Ordinance parking requirements for either scenario of the proposed Commercial Use Change. The tables also show that the approved parking supply will accommodate the additional required parking and the 7% shared parking reduction.

PARKING DEMAND ANALYSIS

Tables 7 and 8 present the peak weekday and weekend parking demand forecasts for the proposed project. A more detailed discussion of the parking demands for the individual residential and commercial components of the proposed project is provided in the following sections.

Table 7
Peak Parking Demand Forecasts - Weekday

| Project Component | Parking Demand |
|------------------------------|-----------------------|
| Residential | 148 Spaces |
| Commercial | 69 Spaces |
| <i>Project Sub-Total:</i> | <i>217 Spaces</i> |
| Extra Spaces | 15 Spaces |
| Total Parking Demand: | 232 Spaces |
| Parking Provided: | 289 Spaces |

Table 8
Peak Parking Demand Forecasts - Weekend

| Project Component | Parking Demand |
|-----------------------------|-----------------------|
| Residential | 148 Spaces |
| Commercial | 77 Spaces |
| <i>Project Sub-Total:</i> | <i>225 Spaces</i> |
| Extra Spaces | 15 Spaces |
| Total Parking Demand | 240 Spaces |
| Parking Provided: | 289 Spaces |

The data presented in Tables 7 and 8 indicate that the project is forecast to generate a peak parking demand of 232 spaces on weekdays and 240 spaces on weekends. The approved parking supply of 289 spaces therefore accommodate the parking demand forecasts for the project.

Residential Parking Demand Analysis

ATE reviewed parking demand data published in the Institute of Transportation Engineers (ITE) Parking Generation Report¹ and the Urban Land Institute (ULI) Shared Parking Report² to determine parking demands for the residential component of the project. The residential parking demand rates contained in the ULI report are higher than the ITE rates and were used in this analysis to provide conservative results. Table 9 presents the peak parking

¹ Parking Generation, Institute of Transportation Engineers, 4th Edition, 2010.

² Shared Parking, Urban Land Institute, 2nd Edition, 2005.

demand estimates calculated for the project based on the ULI parking demand rates for residential condominiums.

Table 9
Residential Peak Parking Demand Estimates

| Rate Source | Size | Parking Demand Rate | Peak Parking Demand | Spaces Provided | Reserve Spaces |
|-------------|----------|----------------------|---------------------|-----------------|----------------|
| ULI | 80 Units | 1.85 Spaces/Unit (a) | 148 Spaces | 184 Spaces (b) | 36 Spaces |

(a) Includes residential guest parking demands.

(b) 157 reserved resident spaces + 27 reserved guest parking spaces.

The data presented in Table 9 show that the peak parking demands forecast for the residential component of the project assuming the ULI rates is 148 spaces. The proposed parking supply of 184 reserved parking spaces would accommodate the peak parking demands for the residential uses and provide a reserve of parking supply of 36 spaces.

Commercial Shared Parking Demand Analysis

The shared parking data contained in the ULI report recognizes that the peak parking demands experienced by the different commercial uses of the project would occur at different times of the day. A shared parking analysis was therefore completed to determine when the overlapping peak demands would occur at the site. The analysis was completed using peak parking demand data and time-of-day factors contained in the ULI Shared Parking manual. A 15% mixed-use reduction was applied to the commercial uses to account for the fact that some of the restaurant/health club patrons and employees would originate from the on-site residences. The reduction was developed based on the mixed-use reduction model contained in the ITE Trip Generation Handbook.³

The project would allocate 90 parking spaces to the commercial uses of the project that would be shared amongst the employees/patrons of the commercial uses. The following analysis therefore accounts for the parking demands generated by the proposed SoulCycle, restaurant, and retail uses. It is noted that the parking demands for the proposed SoulCycle use were developed based on the City's Zoning Ordinance parking requirements for "Studio" as they exceed the requirements for health club and thus provide a more conservative analysis. Table 10 presents the peak weekday and weekend parking demand forecasts for the commercial components of the project.

³ Trip Generation Handbook, Institute of Transportation Engineers, 3rd Edition, 2014.

Table 10
Shared Parking Demand Forecasts

| Period | Time | Shared Parking Demand (a) | Shared Parking Supply (b) | Reserve Spaces |
|---------|-----------|---------------------------|---------------------------|----------------|
| Weekday | 7:00 P.M. | 69 Vehicles | 90 Spaces | 21 Spaces |
| Weekend | 7:00 P.M. | 77 Vehicles | 90 Spaces | 13 Spaces |

(a) Includes SoulCycle, restaurant, and retail parking demands.

(b) Includes 64 parking garage spaces + 26 surface level spaces.

Table 10 shows that the peak shared parking demand forecast for the commercial portion of the proposed project range from 69-77 vehicles. The proposed shared parking supply of 90 spaces would therefore accommodate the combined parking demands of the health club, restaurant, and retail uses and provide a reserve parking supply of 21-13 spaces. It is noted that the parking demands for the commercial component of the project assuming the parking requirements for Health Club uses would be slightly lower during both the weekday and weekend periods.

This concludes our updated parking analysis for The Village at Calabasas Project.

Associated Transportation Engineers



Scott A. Schell, AICP, PTP
Principal Transportation Planner

SAS/MMF

Attachments

#15055 - VILLAGE AT CALABASAS MIXED-USE PROJECT
 SHARED PARKING DEMAND ANALYSIS

15% mixed-use reduction for commercial uses; Assumes SoulCycle parking requirements as Studio.

ULI PEAK PARKING DEMAND - WEEKDAY

| LAND-USE | SIZE | DEMAND RATE | MIXED-USE | PEAK DEMAND |
|----------------------------|-------------|-------------|-----------|-------------|
| SoulCycle (Studio) | 56 Students | (b) | 0.85 | 25 |
| Commercial (Visitor) | 3.346 KSF | 2.90 (c) | 0.85 | 8 |
| Commercial (Employee) | 3.346 KSF | 0.70 (c) | 1.00 | 2 |
| Restaurant (Visitor) | 3.706 KSF | 9.00 (d) | 0.85 | 28 |
| Restaurant (Employee) | 3.706 KSF | 1.50 (d) | 1.00 | 6 |
| Outdoor Seating (Visitor) | 0.745 KSF | 9.00 (d) | 0.85 | 6 |
| Outdoor Seating (Employee) | 0.745 KSF | 1.50 (d) | 1.00 | 1 |

| PROPOSED PARKING SUPPLY | |
|-------------------------|---|
| 184 | Reserved for Residents/Guests |
| 90 | Shared Parking Spaces For Commercial Uses |
| 15 | Replacement Spaces |
| 289 | Total Parking Provided |

(a) Assumes City's 0.33 rate for residential guests

(b) Assumes City's Zoning Ordinance requirement for the project (29 spaces)

(c) ULI Rates for Community Shopping Center

(d) ULI Rates for Family Restaurant

| Time | SoulCycle (Studio) | | Commercial | | | | Restaurant | | | | Restaurant - Outdoor Seating | | | | Total Shared Demand |
|--------------|--------------------|-----------|------------|----------|------------|----------|------------|-----------|------------|----------|------------------------------|----------|------------|----------|---------------------|
| | Peak | 25 | Visitor | | Employee | | Visitor | | Employee | | Visitor | | Employee | | |
| | | | Peak | 8 | Peak | 2 | Peak | 28 | Peak | 6 | Peak | 6 | Peak | 1 | |
| 6:00 | 70% | 18 | 1% | 0 | 10% | 0 | 25% | 7 | 50% | 3 | 25% | 1 | 50% | 1 | 30 |
| 7:00 | 40% | 10 | 5% | 0 | 15% | 0 | 50% | 14 | 75% | 4 | 50% | 3 | 75% | 1 | 33 |
| 8:00 | 40% | 10 | 15% | 1 | 40% | 1 | 60% | 17 | 90% | 5 | 60% | 3 | 90% | 1 | 39 |
| 9:00 | 70% | 18 | 35% | 3 | 75% | 2 | 75% | 21 | 90% | 5 | 75% | 4 | 90% | 1 | 54 |
| 10:00 | 70% | 18 | 65% | 5 | 85% | 2 | 85% | 24 | 100% | 6 | 85% | 5 | 100% | 1 | 60 |
| 11:00 | 80% | 20 | 85% | 7 | 95% | 2 | 90% | 26 | 100% | 6 | 90% | 5 | 100% | 1 | 67 |
| 12:00 | 60% | 15 | 95% | 8 | 100% | 2 | 100% | 28 | 100% | 6 | 100% | 6 | 100% | 1 | 66 |
| 13:00 | 70% | 18 | 100% | 8 | 100% | 2 | 90% | 26 | 100% | 6 | 90% | 5 | 100% | 1 | 65 |
| 14:00 | 70% | 18 | 95% | 8 | 100% | 2 | 50% | 14 | 100% | 6 | 50% | 3 | 100% | 1 | 51 |
| 15:00 | 70% | 18 | 90% | 7 | 100% | 2 | 45% | 13 | 75% | 4 | 45% | 3 | 75% | 1 | 48 |
| 16:00 | 80% | 20 | 90% | 7 | 100% | 2 | 45% | 13 | 75% | 4 | 45% | 3 | 75% | 1 | 50 |
| 17:00 | 90% | 23 | 95% | 8 | 95% | 2 | 75% | 21 | 95% | 5 | 75% | 4 | 95% | 1 | 64 |
| 18:00 | 100% | 25 | 95% | 8 | 95% | 2 | 80% | 23 | 95% | 5 | 80% | 5 | 95% | 1 | 69 |
| 19:00 | 90% | 23 | 95% | 8 | 95% | 2 | 80% | 23 | 95% | 5 | 80% | 5 | 95% | 1 | 66 |
| 20:00 | 80% | 20 | 80% | 7 | 90% | 2 | 80% | 23 | 95% | 5 | 80% | 5 | 95% | 1 | 62 |
| 21:00 | 70% | 18 | 50% | 4 | 75% | 2 | 60% | 17 | 80% | 4 | 60% | 3 | 80% | 1 | 49 |
| 22:00 | 35% | 9 | 30% | 2 | 40% | 1 | 55% | 16 | 65% | 4 | 55% | 3 | 65% | 1 | 35 |
| 23:00 | 10% | 3 | 10% | 1 | 15% | 0 | 50% | 14 | 65% | 4 | 50% | 3 | 65% | 1 | 25 |
| 0:00 | 0% | 0 | 0% | 0 | 0% | 0 | 25% | 7 | 35% | 2 | 25% | 1 | 35% | 0 | 11 |

| Shared Spaces Provided | Reserve Spaces |
|------------------------|----------------|
| 90 | 60 |
| 90 | 57 |
| 90 | 51 |
| 90 | 36 |
| 90 | 30 |
| 90 | 23 |
| 90 | 24 |
| 90 | 25 |
| 90 | 39 |
| 90 | 42 |
| 90 | 40 |
| 90 | 26 |
| 90 | 21 |
| 90 | 24 |
| 90 | 28 |
| 90 | 41 |
| 90 | 55 |
| 90 | 65 |
| 90 | 79 |

#15055 - VILLAGE AT CALABASAS MIXED-USE PROJECT
 SHARED PARKING DEMAND ANALYSIS

15% mixed-use reduction for commercial uses; Assumes SoulCycle parking requirements as Studio.

ULI PEAK PARKING DEMAND - WEEKEND

| LAND-USE | SIZE | DEMAND RATE | MIXED-USE | PEAK DEMAND |
|----------------------------|-------------|-------------|-----------|-------------|
| SoulCycle (Studio) | 56 Students | (b) | 0.85 | 25 |
| Commercial (Visitor) | 3.346 KSF | 3.20 (c) | 0.85 | 9 |
| Commercial (Employee) | 3.346 KSF | 0.80 (c) | 1.00 | 3 |
| Restaurant (Visitor) | 3.282 KSF | 12.75 (d) | 0.85 | 36 |
| Restaurant (Employee) | 3.282 KSF | 2.25 (d) | 1.00 | 7 |
| Outdoor Seating (Visitor) | 0.745 KSF | 12.75 (d) | 0.85 | 8 |
| Outdoor Seating (Employee) | 0.745 KSF | 2.25 (d) | 1.00 | 2 |

| PROPOSED PARKING SUPPLY | |
|-------------------------|---|
| 184 | Reserved for Residents/Guests |
| 90 | Shared Parking Spaces For Commercial Uses |
| 15 | Replacement Spaces |
| 289 | Total Parking Provided |

(a) Assumes City's 0.33 rate for residential guests

(b) Assumes City's Zoning Ordinance requirement for the project (29 spaces)

(c) ULI Rates for Community Shopping Center

(d) ULI Rates for Family Restaurant

| Time | SoulCycle (Studio) | | Commercial | | | | Restaurant | | | | Restaurant - Outdoor Seating | | | | Total Shared Demand |
|--------------|--------------------|-----------|------------|----------|------------|----------|------------|-----------|------------|----------|------------------------------|----------|------------|----------|---------------------|
| | Peak | 25 | Visitor | | Employee | | Visitor | | Employee | | Visitor | | Employee | | |
| | | | Peak | 9 | Peak | 3 | Peak | 36 | Peak | 7 | Peak | 8 | Peak | 2 | |
| 6:00 | 80% | 20 | 1% | 0 | 10% | 0 | 25% | 9 | 50% | 4 | 25% | 2 | 50% | 1 | 36 |
| 7:00 | 45% | 11 | 5% | 0 | 15% | 0 | 50% | 18 | 75% | 6 | 50% | 4 | 75% | 1 | 41 |
| 8:00 | 35% | 9 | 15% | 1 | 40% | 1 | 60% | 21 | 90% | 7 | 60% | 5 | 90% | 2 | 45 |
| 9:00 | 50% | 13 | 35% | 3 | 75% | 2 | 75% | 27 | 90% | 7 | 75% | 6 | 90% | 2 | 58 |
| 10:00 | 35% | 9 | 65% | 5 | 85% | 2 | 85% | 30 | 100% | 7 | 85% | 7 | 100% | 2 | 62 |
| 11:00 | 50% | 13 | 85% | 7 | 95% | 2 | 90% | 32 | 100% | 7 | 90% | 7 | 100% | 2 | 70 |
| 12:00 | 50% | 13 | 95% | 8 | 100% | 2 | 100% | 36 | 100% | 7 | 100% | 8 | 100% | 2 | 75 |
| 13:00 | 30% | 8 | 100% | 8 | 100% | 2 | 90% | 32 | 100% | 7 | 90% | 7 | 100% | 2 | 66 |
| 14:00 | 25% | 6 | 95% | 8 | 100% | 2 | 50% | 18 | 100% | 7 | 50% | 4 | 100% | 2 | 47 |
| 15:00 | 30% | 8 | 90% | 7 | 100% | 2 | 45% | 16 | 75% | 6 | 45% | 4 | 75% | 1 | 44 |
| 16:00 | 55% | 14 | 90% | 7 | 100% | 2 | 45% | 16 | 75% | 6 | 45% | 4 | 75% | 1 | 50 |
| 17:00 | 100% | 25 | 95% | 8 | 95% | 2 | 75% | 27 | 95% | 7 | 75% | 6 | 95% | 2 | 76 |
| 18:00 | 95% | 24 | 95% | 8 | 95% | 2 | 80% | 28 | 95% | 7 | 80% | 6 | 95% | 2 | 77 |
| 19:00 | 60% | 15 | 95% | 8 | 95% | 2 | 80% | 28 | 95% | 7 | 80% | 6 | 95% | 2 | 69 |
| 20:00 | 30% | 8 | 80% | 7 | 90% | 2 | 80% | 28 | 95% | 7 | 80% | 6 | 95% | 2 | 60 |
| 21:00 | 10% | 3 | 50% | 4 | 75% | 2 | 60% | 21 | 80% | 6 | 60% | 5 | 80% | 1 | 42 |
| 22:00 | 1% | 0 | 30% | 2 | 40% | 1 | 55% | 20 | 65% | 5 | 55% | 4 | 65% | 1 | 34 |
| 23:00 | 1% | 0 | 10% | 1 | 15% | 0 | 50% | 18 | 65% | 5 | 50% | 4 | 65% | 1 | 29 |
| 0:00 | 0% | 0 | 0% | 0 | 0% | 0 | 25% | 9 | 35% | 3 | 25% | 2 | 35% | 1 | 14 |

| Shared Spaces Provided | Reserve Spaces |
|------------------------|----------------|
| 90 | 54 |
| 90 | 49 |
| 90 | 45 |
| 90 | 32 |
| 90 | 28 |
| 90 | 20 |
| 90 | 15 |
| 90 | 24 |
| 90 | 43 |
| 90 | 46 |
| 90 | 40 |
| 90 | 14 |
| 90 | 13 |
| 90 | 21 |
| 90 | 30 |
| 90 | 48 |
| 90 | 56 |
| 90 | 61 |
| 90 | 76 |



JUL 16 2015
COMMUNITY DEVELOPMENT
PLANNING DEPT

SOULCYCLE CALABASAS ACOUSTIC REPORT & RECOMMENDATIONS

July 14, 2015

A new SoulCycle is proposed to be located on the ground floor of the new Avanti building in Calabasas, CA. The building has not yet been constructed, but will have adjacencies as follows:

- Residential above
- Retail adjacent and above
- Exterior space adjacent
- Parking garage below

The following presents our survey results, comments, and recommendations.

1.0 Executive Summary

- The SoulCycle studio should be built out as an isolated room, with a floating floor, walls, and ceiling that are structurally separated from the building.
- An additional isolated ceiling should be built above the studio footprint, attached to the 2nd floor wood joist assembly.
- Demising walls should be constructed as outlined in Section 3.0 below.
- The studio music and instructor's voice inside the studio should not exceed the volumes measured at the SoulCycle studio in Soho, New York City, which is also located in a wood framed building with residential apartments above.
- The recommendations above will result in a noise level of NC-25 in the residential space above the studio, which represents a condition of virtual "inaudibility."
- These recommendations will result in a noise level of NC-45 in the retail space and exterior, and NC-60 in the parking garage in the building, which represents a condition of "barely audible."

2.0 Terminology & Design Criteria

Terminology

To describe interior noise levels, we will refer to decibels (dB) and overall A-weighted decibel (dBA) values. A-weighted decibel values are a single number descriptor of sound pressure levels, with certain frequencies weighted more/less to account for how typical human hearing responds to noise.

We will also refer to the noise criteria curves (NC) as referenced by the American Society of Heating, Refrigeration, and Air-conditioning Engineers (ASHRAE).

Noise Isolation Class (NIC) is a single number value (in dB) used to describe the amount of noise transmission from one side of a partition or floor-ceiling assembly, to the other.

Local Noise Codes

Neither the Calabasas Municipal Ordinance or the Los Angeles County Ordinance set specific noise level limits due to music. Local ordinances due to HVAC noise may be applicable and will be evaluated as the design progresses.



Design Goals

Since the building has not been constructed, we cannot accurately measure ambient noise levels at the site. We recommend the following noise levels due to SoulCycle operation, based on predicted ambient noise levels:

| Table 1: Design Goals | | | | |
|-----------------------|-------------|--------|----------|----------------|
| Location | Residential | Retail | Exterior | Parking Garage |
| Predicted Ambient | NC-35 | NC-45 | NC-45 | NC-60 |
| Design Goal | NC-25 | NC-45 | NC-45 | NC-60 |

As noted above, the design goal in the residential space above is 10 dB lower than the predicted ambient; this is in an effort to achieve virtual “inaudibility” in the residences. The design goal in the retail space, exterior, and parking garage is equal to the ambient; this is in an effort to achieve a condition that can be described as “barely audible.”

3.0 Existing Conditions & Base Building Recommendations

Ground Floor Assembly

Based on structural drawings, the ground floor slab will be 14” thick. The following excerpt from our standard work letter summarizes our requirements for the ground floor slab, which we expect will be met based on the slab thickness:

- Floor assembly shall be capable of supporting no less than the following loads: live load of 100 lbs/sf., an additional superimposed dead load of 50 lbs/sf, and an additional partitions load of 10 lbs/sf. Landlord shall provide documentation demonstrating these capacities.
- Landlord shall deliver a floor assembly per AISC Design Guide 11 for an excitation mode of “Aerobics Only” with a corresponding minimum First Harmonic frequency of 9Hz.

2nd Floor Assembly

Based on structural drawings, the 2nd floor construction will be 1.5” gypcrete over plywood flooring on top of wood joists.

Demising Walls

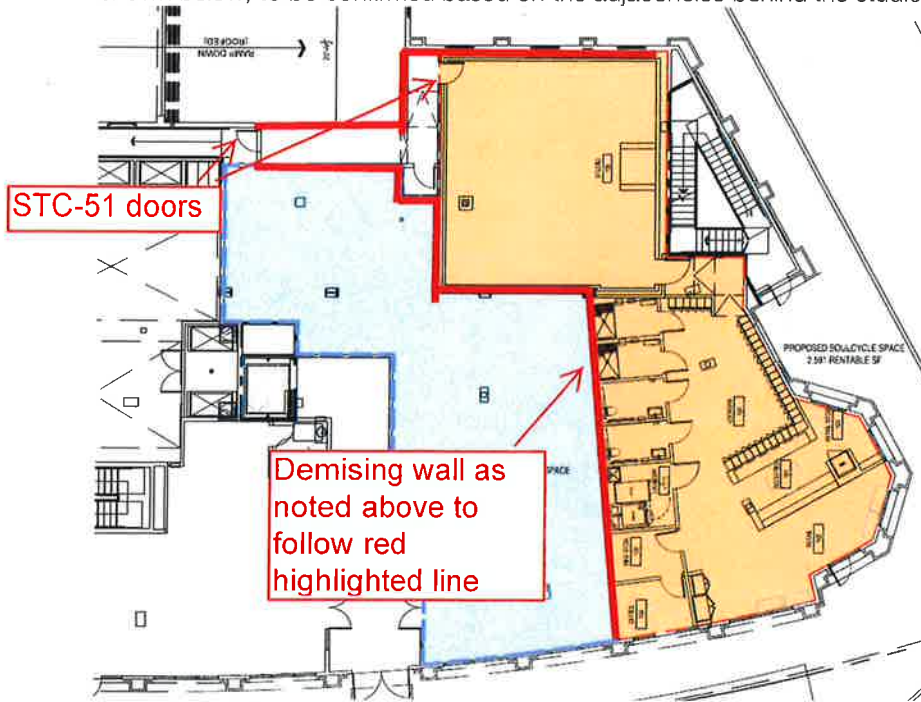
The following excerpt from our standard work letter summarizes our requirements for the demising wall assembly:

- Per an agreed to location, Landlord will provide either of the following fire rated, acoustically-rated demising partitions for Tenant’s use:
 1. 8” grout-filled CMU or
 2. (3) three layers of drywall on the adjacent tenant side, seams staggered and intersections to slabs and perpendicular walls sealed with non-hardening caulk on (6”) six inch 18 GA studs filled with (6”) six inches thick, 1-4 pcf dense, unfaced fiberglass or mineral wool insulation. Pliteq GenieClips (or approved equivalent) on the SC side, spaced at 48” O.C. with furring channels at (12”) twelve inches O.C. with (3) three layers of drywall on the Tenant side, seams staggered and intersections to slabs and perpendicular walls sealed with non-hardening caulk.
- With either of the above assemblies, the following other requirements apply to these walls:
 1. Full construction of the wall must wrap around any columns.
 2. Pipe penetrations should be sealed according to standard Tenant details.
 3. Any penetration holes that are oversized more than (1/2”) one-half inch should be patched to (1/2”) one-half inch with drywall, and then sealed with non-hardening caulk.
 4. Duct penetrations are not permitted through demising walls.
 5. Demising partitions will be constructed floor to floor and from the slab to the underside of deck above.



6. Doors in demising walls must be acoustically rated at minimum STC-51, as provided by IAC or approved equivalent.

Based on the existing test fit plan, the demising wall construction that needs the above treatments is shown below, to be confirmed based on the adjacencies behind the studio.



4.0 Architectural Recommendations for Studio

We measured noise levels at the SoulCycle studio in Soho, NYC to determine the required constructions to meet the design goals. This studio was also located in a wood framed building below residential apartments. Measurements presented below are the maximum levels over the entire duration of a class:

| Frequency (Hz) | Studio Noise Level, L_{max} |
|----------------|-------------------------------|
| 31.5 | 74 |
| 40 | 73 |
| 50 | 71 |
| 63 | 72 |
| 80 | 80 |
| 100 | 83 |
| 125 | 96 |
| 160 | 95 |
| 200 | 98 |
| 250 | 100 |
| 315 | 101 |
| 400 | 94 |



| | |
|------|-----|
| 500 | 95 |
| 630 | 105 |
| 800 | 98 |
| 1000 | 97 |
| 1250 | 99 |
| 1600 | 100 |
| 2000 | 99 |
| 2500 | 95 |
| 3150 | 96 |
| 4000 | 93 |
| 5000 | 91 |
| 6300 | 93 |
| 8000 | 92 |

Based on the above noise levels, the following is recommended (also see DSK-01, attached):

Upper Isolated Ceiling

Prior to building out the studio, an isolated ceiling is required suspended from the 2nd floor wood joists, above the studio footprint only. This ceiling should consist of 2 layers 5/8" GWB attached to the joists using Mason Type 30SMCC, sized for minimum 1" static deflection, with fiberglass laid above.

Outer Studio Walls

Outer studio partitions (including demising walls) must incorporate Mason Type NPS mounts at the head of the wall, and the isolated ceiling will die into the partition with a 3/4" perimeter isolation board joint.

Where the outer "wall" is a column or exterior wall, 1 layer of drywall should be furred out from the column or exterior wall with Pliteq GenieClips, and Mason Type NPS mounts must be provided at the top of the furring wall. The isolated ceiling should die into the furring partition with a 3/4" perimeter isolation board joint.

Studio Floor

An isolated floor should be built for the studio. This should consist of 4 inch normal weight concrete supported on Mason Type FS spring isolators, sized for a static deflection of 1 inch, spaced at 54 inches O.C.

Studio Walls

Studio walls should consist of minimum 3-5/8" studs with 2 layers 5/8 inch GWB on both sides, and sound attenuation blankets in the stud cavity. Alternatively, 4" CH studs may be used with 1 layer of integral core board on one side, and 2 layers 5/8" GWB on the other. All studio partitions shall rest on the floating floor assembly. Air spaces should be as follows:

- 12 inches filled with sound attenuation blankets to all demising walls.
- 1-3/8 inches filled with sound attenuation blankets, to all interior SoulCycle space, provided the adjacent wall consists of 3-5/8 inch studs with no drywall facing the studio wall.

Studio Ceiling

The ceiling assembly should consist of 2 layers of 5/8 inch GWB or plywood (as required) on the top and bottom of structural steel studs with sound attenuation blankets filling the stud cavity, clear



spanning the room and supported from the studio wall assembly. A minimum 2 foot air space should be provided between the top of the ceiling and the bottom of the isolated ceiling above, and 1 inch to any ducts, pipes, or conduit that may be present.

All ductwork, piping, and sound system equipment serving the studio shall be located below this ceiling.

Doors

Both doors to the studio should have a minimum rating of STC-50, provided by IAC. The most recent acoustic door detail, including a vertical piece of plywood at the threshold as shown in the attached figure, should be used, to maintain this rating and to avoid short circuiting the isolated construction.

5.0 Interior Room Acoustics for Studio

In order to optimize the sound quality within the studio, acoustical treatments should be incorporated into the room finishes.

Rear Wall

The standard rear wall panel is a 3-1/8 inch thick panel equal to Kinetics "TAD," which is absorptive at low and mid-frequencies, and reflective at higher frequencies. These should be provided from the manufacturer in their unfinished state, as they will be covered with the fabric road image.

Ceiling

Acoustic baffles are not required.

Corner Bass Traps

15 inch wide by 15 inch tall triangular bass traps should be placed in the upper corners of the room where the side walls meet the ceiling. These should be constructed by the GC or millwork contractor, per the SoulCycle standard detail. The finished surface will be an acoustically transparent grey fabric, equal to Guilford of Maine FR 701, medium grey 298.

6.0 Mechanical Recommendations for Studio

- All pipe penetrations through the studio construction should be packed with batt insulation and sealed air tight with acoustic caulk per standard SoulCycle detailing.
- Any existing penetrations through demising walls, the ground or 2nd floor slabs, that are oversized by more than 1/2 inch should be filled with grout or gypsum board up to 1/2 inches; penetration details should then be applied.
- Base building piping should not run through the studio; the minimum distance between studio wall/ceiling construction and any piping is 1 inch.
- Duct penetrations should be lagged for 5 feet per standard detailing, and would ideally be located in the walls.
- The first 10 feet of ductwork located outside the studio shall be supported using neoprene isolators equal to Mason Type HD, size for a static deflection of 0.3 inches as per standard detailing. Floor supported ductwork within 10 ft should be isolated using Mason Type ND.
- HVAC units serving the studio should be located in one of the following arrangements:
 1. Outside the studio
 2. Inside the studio, supported from the studio's structural ceiling with no connection to the structure above. This may require increasing the stud gauge for the structural ceiling.
- Sprinkler piping should run in the cavity between the studio's structural ceiling and the finished ceiling such that penetrations through the structural ceiling are minimized. Sprinkler



penetrations through the structural ceiling should be detailed according to standard pipe penetration details. Sprinkler pipes should be surface mounted to the studio's structural lid.

7.0 Structural Considerations

- The studio ceiling incorporates GWB or plywood on the top and bottom of studs. Plywood should only be used if required for structural support of speakers or if an accessible ceiling plenum is required. Otherwise, GWB should be used.
- Mason Type FS floor isolators should be spaced at 54 inches O.C. and sized for a minimum static deflection of 1 inch.

8.0 AudioVisual Considerations

- Additional fitout items such as lighting, sound system equipment, etc. should be surface mounted and should not penetrate the studio's structural ceiling.
- Subwoofer placement on the isolated ceiling is appropriate, as is preferred by the audiovisual team.

9.0 Acoustical Recommendations for SoulCycle Lobby/Reception/Locker/Bathrooms

To determine the demising wall construction required to meet the design goal due to noise produced in the public areas outside the studio, we measured noise levels in various SoulCycle lobbies / public areas. Based on our calculations, the following considerations should also be noted:

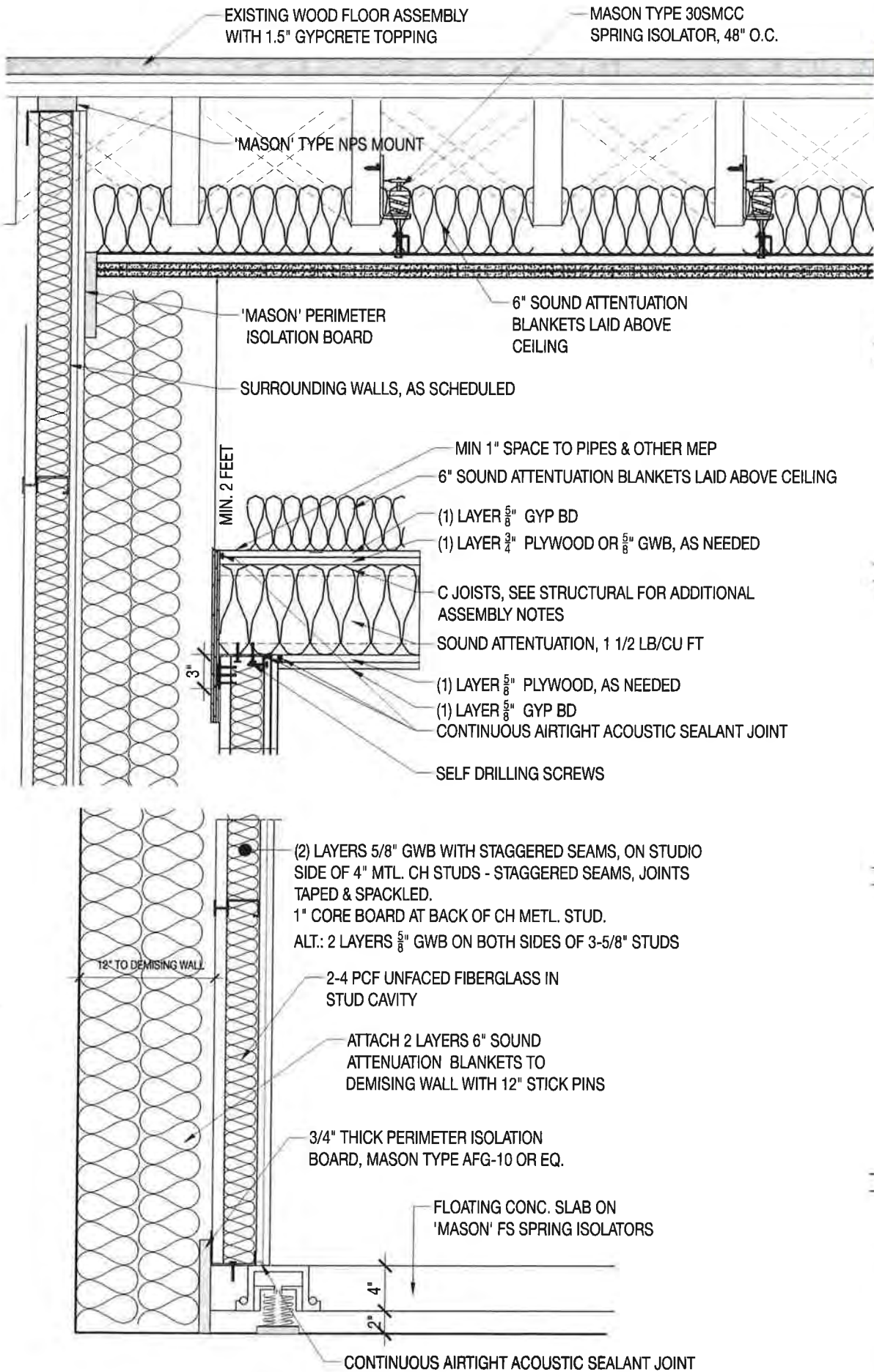
- Hung GWB ceilings should be provided in all areas outside the studio.
- Acoustic back boxes around recessed lighting and speakers are not required.
- Ducted or plenum returns are acceptable.
- Acoustically rated access panels should be provided, equal to KARP model KATR.

This concludes our comments at this time.

Very truly yours,

A handwritten signature in black ink that reads "Kelly Aston". The signature is written in a cursive, flowing style.

Kelly Aston
Senior Manager of Acoustics



SOULCYCLE
 609 Greenwich Street
 New York, NY 10014
 (212) 787-7685
 www.soul-cycle.com

DATE: 7/14/15
 SCALE: 1" = 1'-0"

AVANTI
 CALABASAS, CA

STUDIO SECTION

DSK-01
 © 2015 SOULCYCLE

Table A
Trip Generation Comparison

| Project Scenario | Size | ADT | A.M. Peak Hour | P.M. Peak Hour |
|--------------------------------|-------------|-------------|-----------------------|-----------------------|
| <i>Approved Project</i> | | | | |
| - Restaurant | 2,636 SF | 335 | 29 | 26 |
| - Restaurant (Outdoor Seating) | 1,000 SF | 127 | 11 | 10 |
| <i>Approved Sub-Total:</i> | | 462 | 40 | 36 |
| <i>Proposed Project</i> | | | | |
| - Health/Fitness Club | 2,636 SF | 113 | 8 | 16 |
| - Restaurant (Outdoor Seating) | 745 SF | 95 | 8 | 7 |
| <i>Proposed Sub-Total:</i> | | 208 | 16 | 23 |
| Net Change: | | -254 | -24 | -13 |

Notes:

Restaurant trip generation developed from ITE rates for High-Turnover (Sit Down) Restaurant (Land-Use#932)

Health/Fitness Club trip generation developed from ITE rates for Athletic Club (Land-Use #493)



CITY of CALABASAS

Date: December 17, 2015
To: File
From: Robert Yalda, P.E., T.E., Public Works Director/City Engineer
Subject: SoulCycle Traffic and Parking Study

Based on our review of the SoulCycle Traffic and Parking Study, we have determined that the study was conducted in accordance with the nationally adopted guidelines and practices. The methodologies used and assumptions made in determining parking demand and trips generated for the SoulCycle are reasonable. The study provides a more conservative assumption of trips and parking demands generated by a fitness studio such as SoulCycle. Even with the more conservative assumption, SoulCycle still generates fewer trips and less parking demands than a typical high-end restaurant establishment with the similar square footage.

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

Memorandum



SOULCYCLE

i started
a revolution.



AT SOULCYCLE...

WE ASPIRE TO INSPIRE.

WE INHALE INTENTION AND EXHALE EXPECTATION.

WE COMMIT TO OUR CLIMBS

AND FIND FREEDOM IN OUR SPRINTS.

WE ARE A FITNESS COMMUNITY RAISING THE ROOF AT OUR OWN CARDIO PARTY.

THE RHYTHM PUSHES US HARDER THAN WE EVER THOUGHT POSSIBLE.

OUR OWN STRENGTH SURPRISES US EVERY TIME.

ADDICTED, OBSESSED,

UNNATURALLY ATTACHED TO OUR BIKES. HIGH ON SWEAT AND THE HUM OF THE WHEEL.

CORE ENGAGED, WE RESHAPE OUR ENTIRE BODIES, ONE RIDE AT A TIME.

CHANGE YOUR BODY TAKE YOUR JOURNEY

FIND YOUR SOUL.

SoulCycle was founded on the belief that fitness can be **joyful**.

Each workout is **inspiring**, our studios are beautiful and our customer service is outstanding, making each and every 45-minute class a **transformative experience**.

Not only do riders burn between 500 and 700 calories using the SoulCycle Method, but they also **strengthen their core** and **tone their arms** using hand weights in our signature upper body series.

SoulCycle classes combine **empowering coaching** designed to **ease stress** and **energize the spirit**. We ride by candlelight to the rhythm of the invigorating music and, as a community, we create a true cardio sanctuary.

SoulCyclists are treated to **the country's top instructors and staff**, who are carefully trained to deliver exemplary service and personal attention to each and every rider.

SoulCycle doesn't just **change bodies, it changes lives**.

**ATHLETE
LEGEND
WARRIOR
RENEGADE
ROCKSTAR
SOULCYCLE**

history

In 2006, SoulCycle introduced the innovative model of **boutique cardio fitness** to the marketplace and **reinvented indoor studio cycling**.

Co-founded by **Elizabeth Cutler** and **Julie Rice**, SoulCycle has taken **New York, Los Angeles, San Francisco, Chicago, Miami and Boston** by storm. Currently with **41 locations**, SoulCycle plans to **increase its number of locations** by 20 each year, with a **projected total of 100 studios within 5 years**.

SoulCycle has a **robust growth** pipeline and **scalable business** model, which includes not only **class fees** but material ancillary revenue from our **retail vertical** and **digital programming**.

SoulCycle entered into a strategic partnership with **Equinox Fitness Clubs**, the leading operator of upscale lifestyle fitness clubs in the United States, United Kingdom and Canada.

As of May 2015, SoulCycle has **over 1,300 employees** and is still growing at a rapid pace. SoulCycle provides employees with a unique environment allowing it to **retain over 85%** of its employees year over year.

Soul Accolades:

- Named the **#6 most influential brand** at CES, in partnership with Twitter in 2015.
- Was one of the **most buzzed about events** at SXSW, with the SoulCycle Pop-Up at the Spotify House in 2015.
- Awarded **mid-size business of the year** by the Manhattan Chamber of Commerce 2014
- Voted one of the **World's Top 10 Most Innovative Companies** in Fitness of 2013 by Fast Company

points of difference

Market Leader with Undeniable Brand Position

As the leader in a service-driven, results-oriented boutique cardio fitness, SoulCycle commands premium pricing (\$30 to \$40 per class, depending on region) and high ridership (10,000 riders each day).

Ability to Inspire and Retain Riders

Unique rhythm-based ride and candlelit ambience creates a "healthy nightclub" feel and sets the tone for a new experience every time.

Community Platform and Connection to the Brand

Exercise focusing on "Energy of the Pack" and personal attention from well-trained staff creates strong bonds between riders. Captive audience extends to strong and active virtual community looking to further engage with both fitness and retail products

Super Soul

For a premium, SuperSoul assigns riders a concierge to book their classes and allows them to sign up in advance of the standard noon registration (50 classes for \$3500, with special pricing for our summer Hamptons classes).

Unique Culture

Our SOUL HQ offices are clean, open spaces designed to inspire our close knit community of employees. We are a culture of YES, and we consistently develop creative and caring solutions to understand how we can best serve our riders.

points of difference

Outstanding instructor talent with scalable training platform

Proprietary manuals for teacher training, bands training and hospitality/front desk staff as well as competitive compensation packages to attract and retain top talent.

Online Reservations System & iOS Application

Proprietary technology powers weekly online reservation system on which classes sell out immediately upon posting availability. With the launch of SoulCycle's first IOS app, riders have been able to book bikes faster and more efficiently than ever before.

Well-Managed Operations

Proven ability to operate consistently while delivering a high quality experience.

Development Expertise

In-house sound engineering, design and construction. Leader in the fitness industry in our commitment to sound experience and technology.

Brand Extension Opportunities

Strong reception to branded clothing line and accessories; developing “SoulWater” and charitable programs to further extend the brand.



A photograph of a SoulCycle studio. The room is filled with rows of stationary bikes, each with a yellow flywheel and black frame. The bikes are arranged in a grid pattern, receding into the background. The walls are white, and the ceiling has recessed lighting. On the left, there is a red 'EXIT' sign above a doorway. On the right, a large window looks out onto a cityscape at night. The overall atmosphere is clean, modern, and energetic.

**ATHLETE
LEGEND
WARRIOR
RENEGADE
ROCKSTAR
SOULCYCLE**

the studio

award winning design

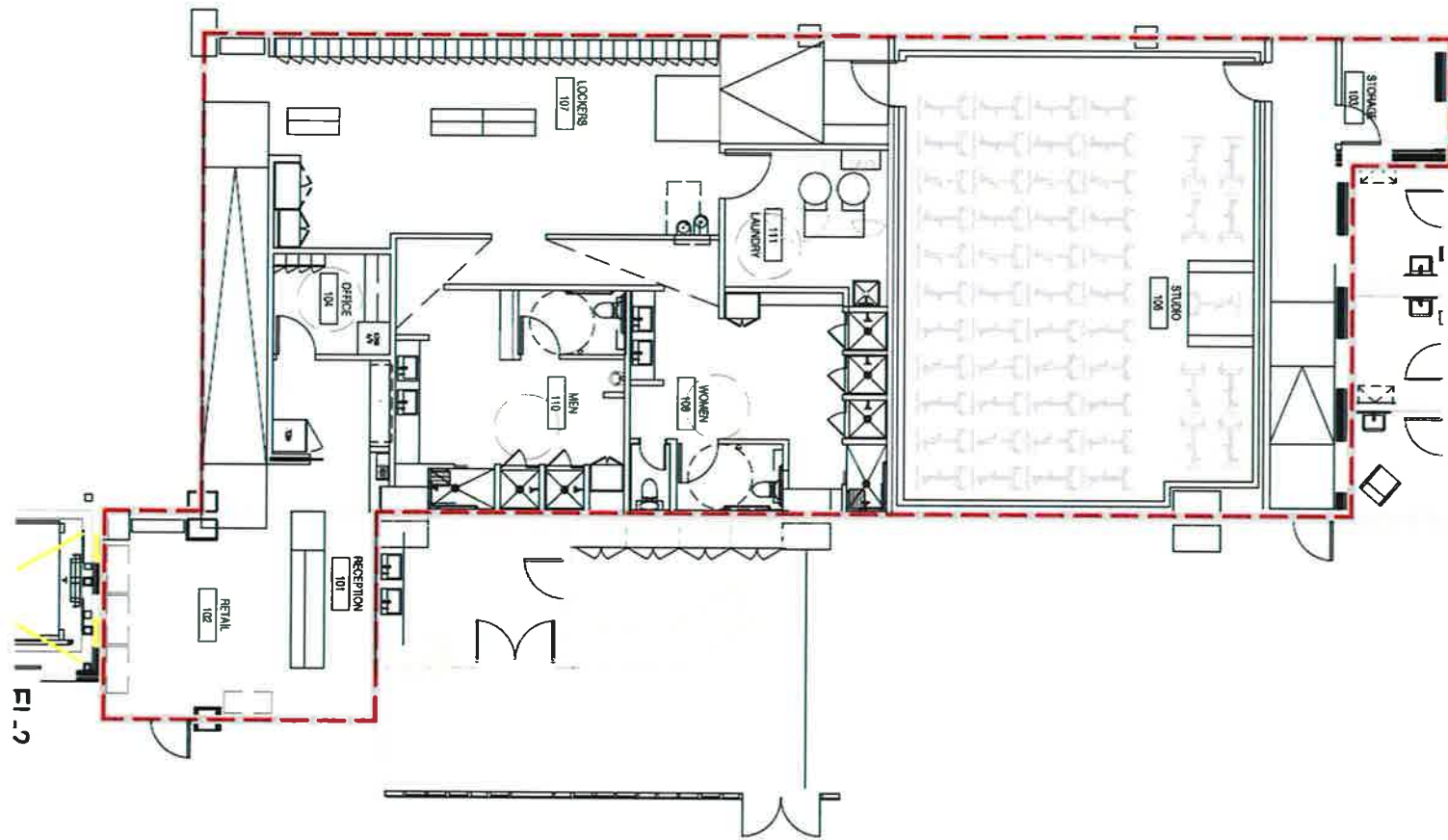


award winning design



award winning design

SoulCycle meticulously plans out its layout to ensure the best experience for our riders and 100% sound proofing for our co-tenants.



parent company & investors



Strategic partners since 2011 with Equinox, the leading operator of upscale lifestyle fitness clubs and spas with an international presence. Its portfolio includes 68 Equinox clubs and three additional signature lifestyle brands.



Founded in 1972 by Chairman Stephen M. Ross, Related is a fully integrated, diversified global real estate organization. Developed or acquired over \$22 billion in real estate assets.



Leonard Green & Partners, L.P., founded in 1989, is one of the nation's preeminent private equity firms with approximately \$15 billion of private equity capital raised since inception. Invests in established, consumer-oriented companies that are market leaders, including Whole Foods, Neiman Marcus, Tourneau, and Sports Authority.

studios

SoulCycle opened its **41st** studio as of April 2015 with **15** more planned for 2015.

| | | | |
|---------------------------------|----------------|---------------------------------|----------------|
| W72: New York City | Apr 06 | PDNA: Pasadena . CA | May 14 |
| BH: Bridgehampton . NY | May 07 | BXVL: Bronxville . NY | June 14 |
| E83: New York City | Sept 09 | DC: Washington . DC | July 14 |
| DALE: Scarsdale . NY | Jan 10 | WDBY: Woodbury . NY | Sept 14 |
| TRI: New York City | Jan 10 | FIDI: New York City | Oct 14 |
| UNSQ: New York City | Feb 11 | W27: New York City | Oct 14 |
| EH: East Hampton . NY | May 11 | NWPT: Newport Beach . CA | Nov 14 |
| W77: New York City | Sept 11 | SOMA: San Francisco . CA | Dec 14 |
| WEHO: West Hwd . CA | Feb 12 | ELM: Bethesda . MD | Dec 14 |
| ROS: Roslyn . NY | June 12 | COGA: Coral Gables . FL | Dec 14 |
| BTWD: Los Angeles . CA | Sept 12 | BKHT: Brooklyn . NY | Mar 15 |
| E63: New York City | Dec 12 | HLWD: Hollywood . CA | Apr 15 |
| SAMO: Santa Monica . CA | Dec 12 | CHGO: Chicago . IL | Apr 15 |
| NOHO: New York City | Jan 13 | WSPT: Westport . CT | Apr 15 |
| GWCH: Greenwich . CT | Jan 13 | W92: New York City | May 15 |
| BURG: Williamsburg . NY | May 13 | MNTK: Montauk . NY | May 15 |
| MRIN: Marin . CA | June 13 | LOOP: Chicago . IL | June 15 |
| WVLG: New York City | June 13 | CSTR: San Francisco . CA | July 15 |
| WTML: Water Mill . NY | July 13 | BRPK: New York City | July 15 |
| SOHO: New York City | July 13 | GTWN: Washington . DC | July 15 |
| BVHL: Beverly Hills . CA | Sept 13 | MNBH: El Segundo . CA | July 15 |
| RYE: Rye Brook . NY | Nov 13 | E54: New York City | Sept 15 |
| SH: Short Hills . NJ | Nov 13 | 14TH: Washington . DC | Sept 15 |
| SF: San Francisco . CA | Nov 13 | MTVN: Washington . DC | Sept 15 |
| PALO: Palo Alto . CA | Nov 13 | CLVR: Culver City . CA | Sept 15 |
| 19TH: New York City | Dec 13 | BSTN: Boston . MA | Sept 15 |
| CNHL: Chestnut Hill . MA | Mar 14 | SOBE: Miami Beach . FL | Nov 15 |
| MLBU: Malibu . CA | Apr 14 | CHLS: New York . NY | Dec 15 |

real estate

SoulCycle increases foot traffic for its co-tenants.



“SoulCycle’s proximity to Calypso St. Barth has resulted in daily customers into the shop. Calypso will see individuals come in after SoulCycle and buy items on the spot. The store recently partnered with SoulCycle for an event at Calypso in which SoulCycle passes were offered in a raffle. It resulted in significant foot traffic into the store as customers were excited about the passes.”

-Branch Manager, Malibu, California

lululemon



“lululemon is definitely a destination for post-SoulCyclers and instructors looking to up their workout wardrobe or just stopping in to say hi or connect with friends and their instructor.”

-Community Coordinator, New York City

SoulCycle is an amenity for building tenants...



whether in a luxury doorman building in TriBeCa, New York or in a busy office building in SoMA, San Francisco.

riders

SoulCycle communicates to a database of **300,242 active riders**. Our riders represent a broad demographic spread, with both **men and women ages 12-81**. A large percentage of our riders are women **age 25 – 45**. SoulCycle has always been a **safe haven for celebrities and influencers**, with a long list of devotees.



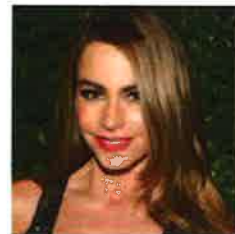
bradley cooper



lady gaga



jake gyllenhaal



sofia vergara



john krasinski



emily blunt



sienna miller



ruth wilson



victoria beckham



david beckham



jessie j



rita ora



harry styles



charlize theron

ALEC BALDWIN ALEX RODRIGUEZ ALEXIS BLEDEL ALICIA KEYS CASEY WILSON
AMERICA FERRERA ANDERSON COOPER ALLISON WILLIAMS ANDREW MCCARTHY ANDY COHEN ASHLEY BENSON
MARY KATE & ASHLEY OLSEN BOOMER ESIASON BEN STILLER BRADLEY COOPER BETTE MIDLER BROOKE SHIELDS BUSY PHILLIPS CAMILLA BELLE

BROOKE SHIELDS OLIVIA WILDE KELLY RIPA

VANESSA HUDGENS AMBER VALLETTA

CHRIS MULLINS CHRIS PRATT CHRISTINE QUINN COLIN FARRELL COLIN HANKS CRAIG CARTON

DAVID ARQUETTE DEAN WINTERS EDIE FALCO EMILY BLUNT EMMY ROSSUM

OPRAH DAVID AND VICTORIA BECKHAM EMILY BLUNT

NICOLE SCHERZINGER THE KARDASHIANS

GILLIAN JACOBS HILARY RHODA HOPE DAVIS ISIAH THOMAS JEANNE TRIPPLEHORN JENNA BUSH HAGER JON BON JOVI JANE ROSENTHAL

JAKE GYLLENHAAL JESSICA BIEL KAROLINA KURKOVA

JOHN KRAZINSKI JUDY GREER JULIANNE HOUGH JUSTIN BARTHA KALEY CUOCO TORY BURCH KARINA SMIRNOFF KAROLINA KURKOVA

SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE SOULCYCLE

KATE HUDSON KATIE HOLMES KATIE LEE LADY GAGA

KELLY RIPA KEVIN BACON KYLE RICHARDS KYRA SEDGWICK LALA LOPEZ

ALESSANDRA AMBROSIO LIV TYLER

LESLIE BIBB LUCY HALE LYOR COHEN MALIN ACKERMAN MARK CONSUELOS MATT DAMON MATTHEW BRODERICK

MINKA KELLY MOLLY SIMS NATALIE IMBRUGLIA NEIL PATRICK HARRIS

NICOLE MILLER NICOLE SCHERZINGER NIKKI REED OLIVER PLATT OLIVIA WARD

REBECCA GAYHEART SAM CHAMPION SEAN AVERY SALLY FIELD SEAL TROY AIKMAN

JESSIE J RITA ORA BRADLEY COOPER

REESE WITHERSPOON SHARON STONE SOFIA VERGARA

TOM CRUISE KANYE WEST ZOE SALDANA



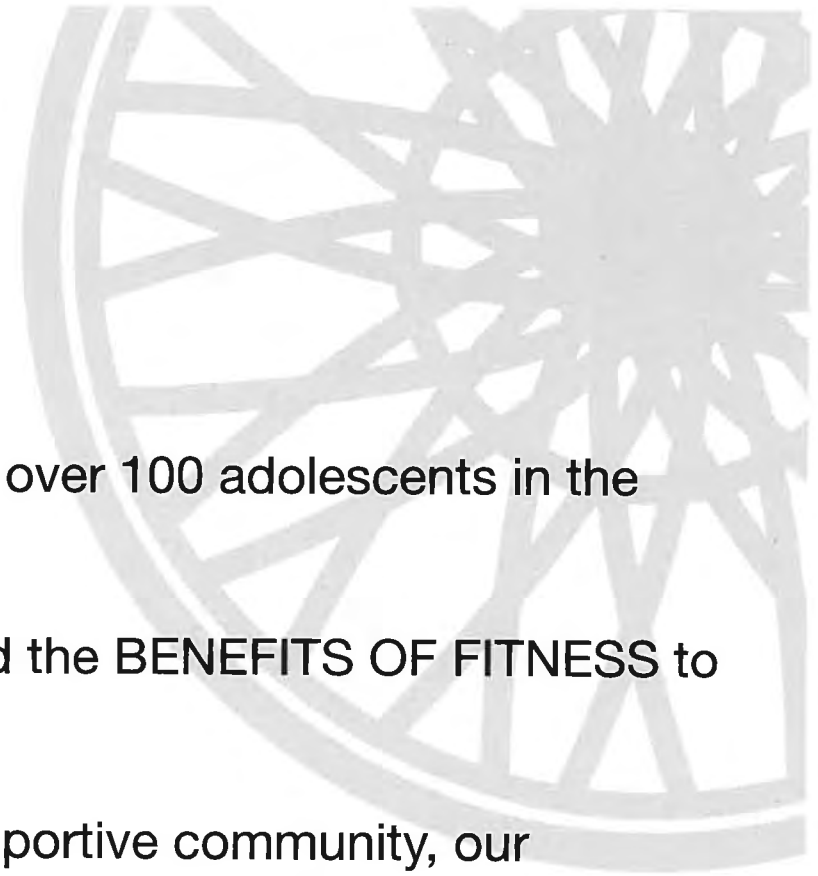
362,030
SUBSCRIBE TO
SOULCYCLE

INSTAGRAM 89K
FACEBOOK 60K
TWITTER 40K
SPOTIFY 25K

SoulCycle has built a loyal following across digital, social and Mobile Channels. SoulCycle's level of social media engagement outpaces all fitness brands and the majority of major luxury and hospitality brands.

soulcycle

soul scholarship



SoulScholarship launched in 2015 and will reach over 100 adolescents in the first year.

Our mission is to bring the JOY of movement and the BENEFITS OF FITNESS to underserved adolescents.

Through motivational coaching and a strong, supportive community, our program will give SoulScholars the opportunity to experience the transformative impact that exercise can bring to the body, mind and soul while charting a course for a healthier, happier life.

press

"Fashion's hottest franchise has everyone in biker shorts."

- Fashion Week Daily

"...haute spinning gym."

- New York Observer

"The classes are like a 'sweat festival.'"

- Wall Street Journal

**"By the end of the sprints...
you've actually shaken the
cellulite off your thighs."**

"SoulCycle, which is a leader in the country's luxury-exercise trend—the new thing—is a story of boot-strapping success."

Out New York

- Vanity Fair

"Hot Spot!"

- Us Weekly

"...a spiritual journey"

- New York Post

**"...clients don't need
to go to their shrink anymore."**

"Stars are going for the upper-body burn, too. At SoulCycle Studio's "Bands" class in New York City, spinners pull on resistance bands hanging from the ceiling while they pedal."

— Glamour

"It's a cardio party!"

- US Weekly

**"A Fat Torching
Workout"**

- Page Six

GRAZIA
DAILY.CO.UK

allure People BAZAAR

Harper's SoulCycle Ups Apparel Offer



Julie Rice & Elizabeth Cutler
Founders and CEO's, SoulCycle
Julie: "Feeling comfortable in your own skin is powerful."
Elizabeth: "I believe in the collective—we are stronger together than in one."

BODIES OF WORK



MANHATTAN

Game Changers

InStyle

New Outfit Ideas

CRUISE-READY CAPSULE

the 2013 COSMO POWER LIST



THIS MINUTE YOU WANT TO KNOW ABOUT...

Celebs' Fitness Fet

Stars skip boozy bashes to break a s...

WWD

THE Hollywood REPORTER

FAST COMPANY

Buffed-Up Marketing

The Motivators: Julie Rice and Elizabeth Cutler
Julie and Elizabeth are the founders of SoulCycle, a fitness studio in NYC's Tribeca. They are also the authors of the book 'The SoulCycle Effect'.

SKIN

SOULCYCLE

INNOVATION FACTS



SOULCYCLE

Lena Dunham (in a turt!) marked her 26th B-day at the spin studio in NYC's Tribeca. The strobe-lit, music-fueled ride was apropos, as Dunham said: "It's a blast on a bike!"



SOULCYCLE

The room brims with distinctive competitiveness, not competition.

Tip

ROAD TO NOWHERE

The New York Times FASHION

WWD WEEKLY SELF WOMEN'S WEAR DAILY

P.C. RESOLUTION NO. 2016-606

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS APPROVING FILE NO. 150000876, A CONDITIONAL USE PERMIT TO ESTABLISH A SPIN-FOCUSED HEALTH AND FITNESS CLUB (SOULCYCLE) THAT INCLUDES CHANGING AND LOCKER FACILITIES, RECEPTION, OFFICE AND LAUNDRY, AND RETAIL APPARREL SALES IN A MIXED-USE STRUCTURE CURRENTLY UNDER CONSTRUCTION, LOCATED AT 23500 PARK SORRENTO IN THE COMMERCIAL, MIXED USE (CMU) ZONING DISTRICT.

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record which includes, but is not limited to:

1. Agenda reports prepared by the Community Development Department.
2. Staff presentation at the public hearing held on January 7, 2016 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the Planning Commission finds that:

1. The applicant submitted an application for File No. 150000876 on July 16, 2015.
2. The project was reviewed by the Development Review Committee on August 4, 2015.

3. On September 22, 2015, the application was deemed complete and the applicant was notified.
4. Notice of the October 15, 2015 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
5. Notice of the October 15, 2015 Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
6. Notice of the October 15, 2015 Planning Commission public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
7. Notice of the October 15, 2015 Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
8. At the October 15, 2015 Planning Commission meeting, the item was continued without discussion to the November 5, 2015 Planning Commission.
9. A public hearing was held at the November, 5, 2015 Planning Commission meeting. The public hearing was opened and public testimony was taken. The item was then continued to a special meeting of December 10, 2015.
10. The special meeting of December 10, 2015, however, was cancelled, and the item was rescheduled to the regular meeting of January 7, 2016.
11. Notice of the January 7, 2016 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
12. Notice of the January 7, 2016 Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
13. Notice of the January 7, 2016 Planning Commission public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
14. Notice of the January 7, 2016 Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).

15. A public hearing was held at the January 7, 2016 Planning Commission meeting.
16. The project site is currently zoned Commercial, Mixed Use (CMU).
17. The land use designation for the project site under the City's adopted General Plan is Mixed-Use 0.95 (MU 0.95).
18. Properties surrounding the project site are zoned CO, CT, REC, PF and OS and have General Plan land use designations of B-PO, B-OT, PF-R and OS-RP.

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

FINDINGS

Section 17.62.060 Calabasas Municipal Code allows the review authority to approve a Conditional Use Permit provided that the following findings are made:

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

Health and fitness clubs are allowed in the Commercial Mixed Use (CMU) zone with a Conditional Use Permit, per Section 17.11.010 of the Land Use and Development Code. The Municipal Code does not provide specific standards for a health and fitness club. The proposed use and improvements, as designed, complies with all applicable provisions of the Development Code, including parking standards. Therefore, the proposed project meets this finding.

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

The proposed Soulcycle health and fitness club is consistent with the City of Calabasas General Plan because it helps promote a mix of retail and service commercial, office, and business park areas (Policy II-11). In this case, establishment of a health and fitness club in a mixed-use building will be complementary to an area with existing residences (both on-site and off-site) and businesses owners and patrons that may choose to use the facility due to their close proximity. For this reason, establishment of a Soulcycle health and fitness club meets this finding.

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

The Project is Categorically Exempt from CEQA per Section 15301 (Existing Facilities) of the CEQA Guidelines. Therefore, the proposed project meets this finding.

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

The proposed use is a spin-focused health and fitness studio that is located within a mixed-use development with condominiums and approved restaurant and day spa uses. Its spin classes are high intensity and use loud music and lighting to create an ambiance conducive to its high intensity program. Soulcycle's hours of operation are 5:30am to 10:00pm Monday through Friday, and 7:00am to 9:00pm Saturday and Sunday. Adjacent uses and uses in the vicinity include professional offices, another health club, a telecommunications switching station and other multi-family residences. The health and fitness club use is complementary to uses in the vicinity because it provides fitness opportunities to the community. From an operational standpoint, there are two issues that could potentially impact the adjacent uses, which are parking and noise. The parking analysis, submitted by the applicant and reviewed by the City, demonstrates that the existing parking supply is more than adequate to accommodate the parking demand. Regarding noise, even though Soulcycle's spin program utilizes loud music, the entire fitness studio along with an acoustically treated demising wall between the Soulcycle leased area and adjacent tenants is adequately soundproofed so that Soulcycle's operation will not raise ambient noise levels outside the facility. Because of these reasons, the proposed use meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission approves File No. 150000876 subject to the following agreements and conditions:

I. INDEMNIFICATION AGREEMENT

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Accordingly, to the fullest extent permitted by law, Soulcycle, LLC, its representative(s), or its successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of,

arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Soulcycle, LLC, its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

II. CONDITIONS OF APPROVAL

Planning Division

1. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
2. The project approved herein is depicted on those sets of drawings, floor plans, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff must be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.
3. This Conditional Use Permit may be transferred to a subsequent owner/lessee provided that the operation is a similar type and provided that the owner/lessee agrees to abide by all of the conditions and restrictions of the original Conditional Use Permit. Any transfer of ownership is subject to review by the Planning/Building Department under the zoning clearance process.
4. The City reserves the right to further review of the Conditional Use Permit and conditions of approval should complaints be received from adjacent residents/tenants or should the number of incidents reported to the Sheriff's Department exceed the number expected in this type of development.
5. The project shall comply with all sign regulations provided in Section 17.30 of the Municipal Code, as well as the approved sign program for the "Avanti" mixed-use development.
6. All on-site improvements related to this application shall be developed to the specifications contained in the July 14, 2015 Soulcycle Calabasas Acoustic Report and Recommendations.

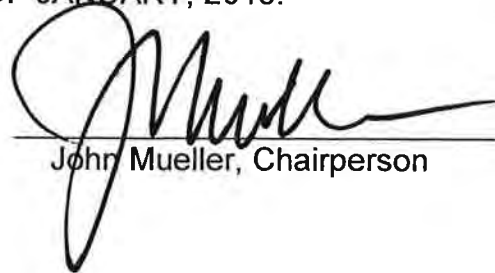
7. Hours of operation shall be limited to 5:30am through 10:00pm Monday through Friday and 7:00am to 9:00pm Saturday and Sunday.
8. Applicant shall obtain any applicable Fire Department approvals from the County of Los Angeles Fire Department's Fire Prevention Engineering Unit.

Environmental Services Division

9. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local storm drains and waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction sites left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City ordinances and State laws. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapters 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.
10. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems.
11. Per the Calabasas Municipal Code Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." Recology (former Crown Disposal Co, Inc.) is the only provider temporary roll-off containers permitted to operate in Calabasas. Please contact (818-767-0675) for any roll-off or temporary container services. An Encroachment Permit from the City Public Works Department is required prior to placing a refuse bin/container on the street.

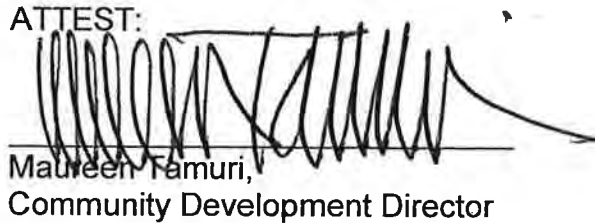
Section 5. All documents described in Section 1 of PC Resolution No. 2016-606 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2016-606 PASSED, APPROVED AND ADOPTED THIS 7TH DAY OF JANUARY, 2016.



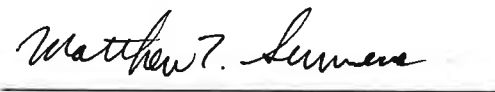
John Mueller, Chairperson

ATTEST:



Maureen Famuri,
Community Development Director

APPROVED AS TO FORM:



Assistant City Attorney

Planning Commission Resolution No. 2016-606, was adopted by the Planning Commission at a regular meeting held January 7, 2016, and that it was adopted by the following vote:

AYES: Commissioners Mueller, Sikand and Fassberg

NOES: Commissioner Litt

ABSENT: Commissioner Washburn

ABSTAINED: None

"The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought."



CITY of CALABASAS

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION OF THE CITY OF CALABASAS
CALIFORNIA, HELD THURSDAY, OCTOBER 15, 2015**

Opening Matters:

Call to Order/Roll Call of the Commissioners

Chair Lia called the meeting to order at 7:02 PM in the City Hall Council Chambers, 100 Civic Center Way, Calabasas, California

Present: Chair Lia, Commissioners Mueller and Washburn.

Absent: Commissioners Weintraub, Sikand and Litt (excused).

Staff: Summers, Bartlett and Michitsch

Pledge of Allegiance

The Pledge of Allegiance was led by Senior Planner Michitsch.

Approval of Agenda

Commissioner Washburn moved, seconded by Commissioner Mueller to approve the Planning Commission Agenda of October 15, 2015

MOTION CARRIED 3/0

Announcements and Introductions

None

Oral Communications – Public Comment

None

Consent Item(s):

1. Approval of Minutes: Continued to next meeting (November 5, 2015) due to insufficient quorum for this item (Mueller unable to vote on the Oct. 1 meeting minutes due to not having been in attendance).



3.

File No. 150000876. Request for a Conditional Use Permit to establish a spin-focused health and fitness club (SoulCycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception/office/laundry), and retail apparel sales. The City's staff has determined that the project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and Section 15301 (Class 1 - Existing Facilities) of the CEQA Guidelines.

Submitted by: Calabasas Village
Planner: Glenn Michitsch
(818) 224-1707
gmichitsch@cityofcalabasas.com

Staff recommended continuance of this item to the November 5, 2015 Planning Commission meeting. The applicant requested the continuance to allow for ample opportunity to meet with area HOA representatives and other members of the local community to review the project. Commissioner Washburn moved to continue the item and Commissioner Mueller seconded the motion. The motion was approved 3/0.

Future Agenda Items and Reports:

4. City Planner Bartlett reviewed future agenda items for the Commission meetings of November 5th and 19th.
5. **Reports from the Planning Commission:**

Commissioner Washburn recounted the events and processes employed to remove the old Oak Tree in Old Town Calabasas that unfortunately had begun to succumb to significant disease and decay and was resultant unsafe conditions.

Adjournment:

At 8:27PM, Chair Lia adjourned the meeting to the regularly scheduled meeting of the Planning Commission on 5, 2015 at 7:00 P.M. in Council Chambers, City Hall, 100 Civic Center Way.



CITY of CALABASAS

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION OF THE CITY OF CALABASAS
CALIFORNIA, HELD THURSDAY, JANUARY 7, 2016**

Opening Matters:

Call to Order/Roll Call of the Commissioners

John Mueller called the meeting to order at 7PM in the City Hall Council Chambers, 100 Civic Center Way, Calabasas, California.

Present: Commissioners Mueller, Sikand, Litt and Fassberg

Absent Commissioner Washburn (excused)

Staff: Assistant City Attorney Summers, Michitsch, Figueroa, Bartlett, Yalda and Tamuri

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Fassberg.

Approval of Agenda

Commissioner Litt moved, seconded by Commissioner Sikand, to approve the Planning Commission Agenda of January 7, 2016. MOTION CARRIED 4-0

Announcements and Introductions

The Commissioners wished the public and their fellow Commissioners and Staff a Happy New Year. The Commission welcomed new Commissioner Wendy Fassberg, Commissioner Fassberg indicated that she was pleased to have been appointed, and indicated that she was happy to participate as a Commissioner to contribute to the present and the future of the City.

Oral Communications – Public Comment

None

Consent Item(s):

1. Approval of Minutes: December 3, 2015

Moved by Commissioner Litt, seconded by Commissioner Sikand. MOTION CARRIED 2-0-2.

Discussion Item:

2. Selection of Planning Commission Interim Chair

Commissioner Mueller volunteered to chair the meeting.

Public Hearing Item(s)



3. **File No. 15000876.** A request for a Conditional Use Permit to establish a spin-focused health and fitness club (SoulCycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception/office/laundry), and retail apparel sales. The City's staff has determined that the project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and Section 15301 (Class 1 - Existing Facilities) of the CEQA Guidelines.

A presentation was made by Senior Planner Michitsch. The Commission asked questions of Mr. Michitsch

Interim Chair Mueller opened the meeting for public comment at 7:37PM.

Speakers pro: Scott Shell (Applicant), Bonnie Mullholland (Calabasas Chamber), Ashley Yagan Marlow (Applicant), Alan Cooke (Applicant), Julie Leib, Haley Garcey, Khali Rafati, Robyn Fisher, Benjamin Fruchter, Emile Semini, Cache (Cash) Cuello, Sarah Harbor, Ashten Cormier, Erica Nelson

Speaker: Richard Sherman

Speakers con: Barry Hammond, Dr. Jerry Kirshbaum, Harold Arkoff

Interim Chair Mueller closed the public hearing at 8:56PM.

The Commissioners continued to ask questions of Staff.

Commissioner Sikand moved the item, with a correction to change the words "the Summit" on page 5 condition #5 to "the Avanti sign program", limiting the number of bicycles to 45 bicycles seconded by Commissioner Muller, to approve File No. 15000876.

The Commissioners discussed the motion.

Commissioner Sikand withdrew his motion.

Commissioner Fassberg moved the item, with a correction to change the words "the Summit" on page 5 Condition #5 to "the Avanti sign program", seconded by Commissioner Sikand, to approve File No. 150000876.

The Commissioners discussed the motion.

MOTION CARRIED: 3/1

Interim Chair Mueller called for a Commission break at 9:25PM.

Interim Chair Mueller called the meeting to order at 9:36 PM.

4. **File No 140000937.** A request for a Conditional Use Permit Amendment and Site Plan Review to construct a three-story, 51 guest room addition to be built on the west end of an existing three-story, 141-room hotel (Calabasas Hilton Garden Inn); and a Conditional Use Permit requesting a 20% off-street parking reduction pursuant to Calabasas Municipal Code Section 17.28.050 to a property located within the Commercial, Mixed Use (CMU) zoning district, and Calabasas Park Centre Master Plan area at 24150 Park Sorrento (A.P.N. 2068-030-016). Pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration has been prepared for the project, which indicates that the environmental impacts of the project have been mitigated to a level of less than significant. The Notice of Availability and Notice of Intent to Adopt the Mitigated Negative Declaration were circulated to commence the public review period on October 23, 2015 and closed on November 23, 2015.

A presentation was made by Planner Figueroa.

The Commission asked questions of Mr. Figueroa, Mr. Bartlett, Mr. Joe Power (Rincon Consultants).

Interim Chair Mueller opened the meeting for public comment at 10:02PM.

Speakers Pro: Robert Sauvageau (applicant), Shawn Nichols, Tom Holloway, Kari Souza (submitted a letter from the Chamber of Commerce, read by Staff member Tamuri)

Speakers Con: Carl Ehrlich


Interim Chair Mueller closed the public hearing at 10:24PM.



CITY of CALABASAS

PLANNING COMMISSION AGENDA REPORT
OCTOBER 15, 2015

TO: Members of the Planning Commission

FROM: Glenn Michitsch, Senior Planner 

FILE NO.: 150000876

PROPOSAL: A request for a Conditional Use Permit to establish a spin-focused health and fitness club (Soulcycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial, Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception, office, storage and laundry), and retail apparel sales.

APPLICANT: Calabasas Village, LP

RECOMMENDATION: Approve File No. 150000876 and adopt Resolution No. 2015-601.

STAFF RECOMMENDATION:

That the Commission approve File No. 150000876 and adopt Resolution No. 2015-601.

REVIEW AUTHORITY:

The Planning Commission is reviewing this project because Section 17.62.060 of the Calabasas Municipal Code (CMC) stipulates that conditional use permits require review and approval by the Planning Commission. A conditional use permit is required for this project because Section 17.11.010(F) of the CMC stipulates that health and fitness clubs are allowed only with a conditional use permit in the Commercial, Mixed-Use (CMU) zoning district.

BACKGROUND:

On July 25, 2013, the Planning Commission approved a 212,400 square-foot mixed-use development on the subject property. The development included 80 condominium units (72 market-rate and 8 affordable) and 10,700 square feet of commercial space (originally approved as restaurant space and a day spa facility). The entire development is comprised of 8 detached buildings (building numbers 1 – 8), with Buildings 1-7 being strictly residential buildings for the market rate condominiums, and Building 8 approved as a mixed-use building containing both the commercial space and the 8 affordable units. Building 8 is located adjacent to Park Sorrento in the northeastern portion of the parcel. The entire first floor of Building 8 was approved as restaurant use. The second floor has both the day spa and 4 of the affordable units. Finally, the third floor is comprised of the remaining 4 affordable units.

The project was originally approved with a total of 294 off-street parking spaces, which included 8 public spaces on-site to mitigate for 8 lost street spaces, and 7 spaces to be leased to office condominium owners located across the street from the subject property. The total provided parking spaces also included a City-approved 7% reduction of the City Code requirement based on a shared parking demand analysis submitted and approved by the Planning Commission as part of the 2013 approval. The parking spaces for the market rate condominium owners are located on the ground floor of Buildings 1 – 7. The remaining parking spaces are located on the surface (both as parallel spaces along the main internal driveway and in paved parking areas), and within a two floor subterranean parking structure beneath Building 8.

In 2014, the Community Development Director approved a minor modification to Building 8 that decreased the size of the commercial area from 10,700 square feet to 9,549 square feet. The modification came at the request of the applicant due to unforeseen need of additional space for mechanical equipment and internal circulation within Building 8. This modification also reduced the total provided parking requirement to 289 spaces, which remains within the approved 7% reduction, and accommodates the mitigation for the 8 lost street spaces, and the 7 spaces leased to office condominium owners across the street.

On July 16, 2015, the applicant submitted an application for a conditional use permit to establish a spin-focused health and fitness club (Soulcycle) within a 2,140 square foot space on the ground floor of Building 8 (on the northwest side adjacent to the main entrance to the development). Components to Soulcycle's facility include the following: 1) a 936 sq. ft. studio that includes 56 customer bicycles and 1 instructor bicycle, 2) locker/changing rooms and showers (418 sq. ft.), 3) a reception area (80 sq. ft.), 4) a retail sales area for apparel (145 sq. ft.), 5) storage area (170 sq. ft.), 6) an office (84 sq. ft.) and 7) a laundry area (located within a storage room). Please see project plans attached as Exhibit B, and Project Information Sheet attached as Exhibit B.

The proposed hours of operation are from 5:30am to 10:00pm, Monday through Friday, and 7:00am to 9:00pm on Saturday and Sunday. Classes are all 45 minutes in length. A typical class involves instructor-led high energy spinning. Music and lighting are used to create a unique experience for class users. Cyclists may choose to use weights during their spin class as well.

Soulcycle is non-membership based, but instead uses an online or in-person pre-paid reservation system for its clients. Clients can purchase one class or multiple classes in advance.

Proposed construction activities are limited to interior improvements. No signage is proposed at this time, but any future signs will need to conform to the approved sign program for the project. To mitigate for potential noise impact, the applicant is proposing 100% soundproofing of the cycling studio, and acoustic treatment of the demising wall separating the Soulcycle space from adjacent tenants (Exhibit G).

The project application and plans were routed to the Development Review Committee for review upon receipt. Following staff's review, the application was deemed complete on September 22, 2015.

STAFF ANALYSIS:

The key issues related to this project are discussed below:

- A. **Zoning:** The land use table in Section 17.11.010(F) of the Municipal Code categorizes health and fitness clubs as an entertainment and recreational use requiring a Conditional Use Permit in certain zoning districts, including CMU. The Municipal Code does not, however, provide specific standards for a health and fitness club. The CUP requirement simply offers the Planning Commission an opportunity to ensure the proposed use and operational elements are not in conflict with existing adjacent uses, and to impose conditions, if necessary, to minimize impacts to the community, provided that the conditions satisfy nexus and rough proportionality requirements.

The categorization of the proposed use as a health and fitness club was a little more complicated for Soulcycle. The proposed use is unique because it has elements of both a health and fitness club and of a studio. While the business is not membership based (like a typical health and fitness club) and operates similarly to a studio by having only one class operating at a given time (as opposed to members coming and going as they please to use a variety of fitness tools), the overall operation is larger than a typical studio (for art, dance, photography, etc.) and incorporates locker and

shower facilities that are not typical of a pure studio use. Additionally, per CMC Section 17.11.010(F), a studio use is a “permitted” use in the CMU zone, while a health and fitness club is a “conditionally permitted use”. Because Soulcycle’s use is more intense than a typical studio, and has the ability to impact adjacent residents within the development (e.g. parking and noise), the Director has interpreted Soulcycle’s use as a health and fitness club, which requires a Conditional Use Permit and review by the Planning Commission. As noted above, because the use could potentially impact adjacent residents, a Conditional Use Permit gives the City the ability to condition the project, if necessary, to ensure the use won’t conflict with adjacent uses.

- B. Parking:** Parking requirements (and thus approvals) for the original mixed-use project were based on (in part) a proposed restaurant use for the subject space. Because of that, the proposal to establish a health and fitness club requires a re-evaluation of parking to ensure that the parking provided on-site is adequate to accommodate the change of use, and therefore not adversely impacting users of the mixed-use development or adjacent public streets.

The City’s review focused on making sure that the development (with the proposed use change) still met both the City Code requirement (given an approved 7% Code requirement reduction), and that the provided parking supply still met the anticipated demand of the mixed-use development given the change of use to a health and fitness club. To accurately review these issues, the City required the applicant to submit a parking analysis that examined: 1) Code requirements (given a 7% reduction), 2) peak weekday and weekend parking demand for the mixed-use development as a whole, and 3) peak parking demand broken down into the individual residential and commercial components. Furthermore, with regard to the City Code requirement analysis, since the proposed use operates as a hybrid between a health and fitness club and a studio use, the City required the parking analysis to include breakdowns demonstrating that the parking supply met both use types (since the use types have different required parking rates). The results are summarized in the following table. Please see Exhibit F for the full parking analysis.

The table below compares City Zoning Ordinance parking requirements and provided parking (including parking surpluses) of the original 2013 approval, the 2014 Director-approved modification, the site with the proposed Soulcycle use as a health and fitness club, and the site with the proposed Soulcycle use as a studio. Please note that the table (reading top to bottom) first provides the total zoning ordinance requirement based on the residential unit totals and area calculations of the commercial space, followed by the revised zoning ordinance requirement based on the City-approved 7% reduction. The “total requirement” line includes the sum of the zoning ordinance requirement (with the 7% reduction) adding in the 8 mitigation street spaces and the 7 added leased spaces. The “total provided” parking spaces are then

compared to the "total requirement" to see if the provided on-site parking supply is sufficient to accommodate the change of use.

| | 2013 Approval (parking spaces) | 2014 Modification (parking spaces) | 2015 Proposal as Health and Fitness Club Use (parking spaces) | 2015 Proposal as Studio Use (parking spaces) |
|------------------------------|-----------------------------------|--|--|--|
| Zoning Ordinance Requirement | 299 | 289 | 278 | 289 |
| Approved 7% Reduction | 278 | 269 | 259 | 269 |
| Street Mitigation | +8 | +8 | +8 | +8 |
| Leased Parking | +7 | +7 | +7 | +7 |
| Total requirement | 293 | 284 | 274 | 284 |
| Total Provided | 294 | 289 | 289 | 289 |
| SURPLUS | 1 | 5 | 15 | 5 |

According to the analysis, the change of use meets the City's Code requirements (within the scope of the City-approved 7% reduction). The provided 289 parking spaces are more than adequate to meet the Code requirement.

However, actual parking demand can often differ from the parking rates contained within the City's Code. For this reason, the City required a parking demand analysis based on peak weekday and weekend forecasts (representing a worst-case scenario). The demand analysis provided two separate analyses. The first was a demand analysis based on the mixed-use development as a whole (with the proposed Soulcycle use). The second was the demand broken down into both the residential component (which was not expected to be impacted by the change of use), and the commercial component (which could potentially be impacted by the change of use). Analyzing the parking demand both ways allows us to review the potential impact not only to the allocated commercial parking stock, but also to look at impact to the development as a whole.

The 289 total provided parking spaces on-site are broken down as follows:

- 1) Residential Spaces – **184 total spaces**
 - a. 144 reserved owner spaces on the ground floor of buildings 1 – 7
 - b. 13 reserved owner spaces within the subterranean parking garage for the affordable units
 - c. 25 reserved residential guest spaces (uncovered surface parking) located along the main access drive and within 2 surface lots within the site
 - d. 2 reserved residential guest spaces within the parking structure for the affordable units
- 2) Commercial Spaces – **90 total spaces**

- a. 64 unassigned spaces located within the subterranean parking structure
 - b. 26 spaces (uncovered surface spaces) located along the main access drive and within two surface lots within the site
- 3) **Additional Spaces – 15 total spaces**
- a. 8 spaces located within a surface parking lot adjacent to Park Sorrento in the northwest portion of the site
 - b. 7 spaces located within the parking garage reserved for private leases

The mixed use development's parking demand for the site as a whole (factoring in the proposed change of use) is as follows:

| | Weekday Peak | Weekend Peak |
|-------------------------|--------------|--------------|
| Residential Demand | 148 | 148 |
| Commercial Demand | 69 | 77 |
| Extra Spaces | 15 | 15 |
| Total Demand | 232 | 240 |
| Parking Provided | 289 | 289 |
| Surplus | 57 | 49 |

The mixed use development's parking demand for the site broken down into separate residential and commercial components is as follows:

| | Peak Parking Demand | Spaces Provided | Surplus |
|--------------------------------|---------------------|-----------------|---------|
| Residential Peak | 148 | 184 | 36 |
| Commercial Weekday Peak | 69 | 90 | 21 |
| Commercial Weekend Peak | 77 | 90 | 13 |

The analyses demonstrate that the provided parking supply exceeds the parking demand for both the development as a whole, and as analyzed broken down into both residential and commercial components. To this end, the change of use is not expected to create any parking impacts to the mixed use development or to adjacent public streets.

- C. **Noise:** As mentioned before, music is an integral component to Soulcycle's spin classes. Due to its proposed location in a mixed-use development, a noise study was required. More specifically, four affordable condominium units are located on both the second and third floors of Building 8 that could be directly impacted if the space is not designed properly to contain sound. The four units on the second floor will be the

most sensitive to any noise issues that may arise from uses on the ground floor. To address this, the applicant submitted a noise study containing specific design mitigations for Soulcycle's leased space.

Soulcycle is already established in many locations nationally, including other mixed-use configurations. Because of this, Soulcycle has developed a standard set of acoustic goals (for all Soulcycle establishments) that limits the noise produced by its spin classes to remain below ambient levels outside its facilities' walls. This means that any noise produced internally as part of its operation will not be detectable outside of its own facility.

For this facility, Soulcycle's proposed interior plan contains a number of mitigations to limit sound. Please see Exhibit G for specific acoustic recommendations. As can be imagined, the loudest space in Soulcycle is the spinning studio. To achieve its acoustic goals mentioned above, the acoustic engineer has designed the studio as a super soundproofed box. The floor system contains a 4" thick spring-loaded concrete slab (floating) above the conventional concrete slab. The exterior (demising) walls of the studio are acoustically insulated with fiberglass (sound attenuation) blankets and drywall. A second separated wall is constructed using studs, more fiberglass sound attenuation blankets and drywall, and is connected to the floating spring-loaded secondary foundation slab. The ceiling system has 3 sound insulating barriers. The ceiling system is design with a separated drop ceiling (actually attached to the separated secondary sound wall system) containing drywall and fiberglass sound attenuation blankets. Additionally, the joists for the conventional ceiling will have a second ceiling system, attached via springs to the joists themselves, also containing sound attenuation blankets. The conventional first floor deck itself will act as the third noise barrier. Finally, all doors on the spin studio are acoustically-rated doors. All of these design recommendations will ensure that the studio will be soundproof.

Regarding the rest of the Soulcycle space, aside from brief moments when the studio door is open between classes (for students to exit and enter), little noise is generated throughout the rest of the business. Even so, in order to ensure that no noise is audible to adjacent tenants, the entire length of the demising wall separating the Soulcycle space and adjacent tenant space is designed to be sound attenuating similar to the studio walls.

Staff recently visited the Malibu Soulcycle facility to get an idea of the noise issues and how well mitigated they are. The Malibu facility is a little different in that it is located in a shopping center, and has no residences (or other tenants) above its facility. However, it is evident based on the site visit that the internal music is played at a very high level, and that no sound escapes the studio portion of the facility. During the class turnover, when students were leaving the last class and entering the new class, and the door was left open so the music was entering the other areas of

the facility, staff went outside and observed that even in that instance, no sound from the operation of the Soulcycle was heard outside of its walls. For all these reasons, staff is confident that, as designed, no impact from noise will occur. Nonetheless, to ensure this, staff has conditioned the project to follow the acoustic engineer's recommendations as detailed within the July 14, 2015 acoustic report submitted by the applicant (See Condition #6 in Exhibit A).

- D. **Surrounding Uses:** The proposed Soulcycle will occupy a mixed-use building currently located at 23500 Park Sorrento (east of the intersection of Park Granada and Park Sorrento).

Surrounding uses are comprised of a mix of office uses to the east and southwest, open space (lake) to the south, health club (Calabasas Tennis and Swim Center) to the east and professional offices to the north. Residential condominiums exist approximately 275 – 300 feet further east down Park Sorrento and across the street.

Operation of the Soulcycle fitness studio will not be in conflict with any of the surrounding uses. The two most significant issues with respect to the adjacent uses are impacts from parking and noise from the studio operation. As demonstrated above, the facility more than meets both the Code requirements for parking, and the parking demand. Regarding noise, the studio is designed to be soundproof. The ambient noise level outside of the facility will not change as a result of the operation of Soulcycle. For these reasons, the proposed Soulcycle facility will not be in conflict with surrounding uses.

- E. **Signage:** No signage is currently being proposed as part of this permit. At the time that this project was submitted and under review, the master sign program for the Avanti development was not yet approved by the City. For this reason, the applicant did not include a sign permit. Now, a sign program has been approved by the Planning Commission. Any future signage desired for this business will need review and approval of a sign permit, and will need to comply with the now-approved sign program.

REQUIRED FINDINGS:

The findings required in Section 17.62.060(E) of the Calabasas Municipal Code for conditional use permits are contained in the resolution attached as Exhibit A.

ENVIRONMENTAL REVIEW:

The Project is Categorically Exempt from CEQA per Section 15301 (Existing Facilities) of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Exhibit H.

CONDITIONS OF APPROVAL:

See conditions contained in the resolution attached as Exhibit A.

PREVIOUS REVIEWS:

Development Review Committee (DRC):

August 4, 2015

No additional information required

ATTACHMENTS:

- Exhibit A: Planning Commission Resolution No. 2015-601
- Exhibit B: Proposed Plans
- Exhibit C: Planning Commission Approved Project Plans
- Exhibit D: Project Information Sheet
- Exhibit E: Project Marketing Material
- Exhibit F: Parking Analysis
- Exhibit G: Noise Study
- Exhibit H: Notice of Exemption

TECHNICAL APPENDIX

Location Map:

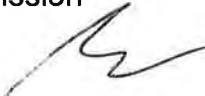




CITY of CALABASAS

PLANNING COMMISSION AGENDA REPORT
JANUARY 7, 2016

TO: Members of the Planning Commission

FROM: Glenn Michitsch, Senior Planner 

FILE NO.: 150000876

PROPOSAL: A request for a Conditional Use Permit to establish a spin-focused health and fitness club (Soulcycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial, Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception, office, storage and laundry), and retail apparel sales.

APPLICANT: Calabasas Village, LP

RECOMMENDATION: Approve File No. 150000876 and adopt Resolution No. 2016-606.

DISCUSSION:**Background:**

This item was continued from both the October 15, 2015 and the November 5, 2015 regularly scheduled Planning Commission meetings at the request of the applicant. Because some members of the public came to the November 5, 2015 meeting, the public hearing was opened and comments were taken. The public hearing was then continued to a special meeting originally scheduled for December 10, 2015. However, that meeting was cancelled because the City Council had scheduled making new commission appointments for all commissions and boards on December 9, 2015. Staff subsequently rescheduled the item for the regularly scheduled Planning Commission meeting of January 7, 2016 and sent out new public hearing notices.

A staff report containing attachments and a full analysis of the issues for the October 15, 2015 Planning Commission meeting was distributed to Commissioners on October 8, 2015. The original staff report with all attachments is available for download on the City's website (http://calabasas.granicus.com/MediaPlayer.php?view_id=4&clip_id=5325). Please note, however, that although federal copyright protection laws prevent the City from reproducing and publishing project plans on the website, the project plans are part of the project file and are available for viewing at the public counter in City Hall.

Public Outreach:

As was communicated to staff, the applicant previously requested continuances so that they may reach out to the community and address some issues raised in writing by concerned members of the public. Members of the public had expressed concerns about potential impacts to local on-street and off-street parking supply, as well as impacts from local traffic and noise. Subsequently, the applicant scheduled a public outreach meeting on December 16, 2015 at 7:00pm at the Founders Hall located at the City's public library. The applicant also invited staff to attend this meeting. Staff attended the meeting to listen and observe.

Staff notes that 28 people showed up for the meeting in addition to the applicant team and the applicant's parking and traffic engineer. At the meeting, representatives from Soulcycle showed a short marketing film describing the vision, a business growth history of Soulcycle, a sense of the operation, and patron testimonials. The film was followed by more commentary regarding soulcycle operations, and was then followed by a question and answer opportunity. Questions were mainly asked about their business operations.

Additional Information:

All of the significant issues regarding this project (zoning, parking, noise, and effect on surrounding uses) were fully addressed in the October 15, 2015 staff report. Regarding all the significant issues, staff has no further information or analysis to add as the project has not changed and no new information has been presented that would alter the analysis of the zoning, technical issues such as parking and noise, and/or the business operations' effect on surrounding uses.

However, since the issue of traffic was specifically mentioned as an issue of concern for the public, staff had the applicant submit a more specific analysis so actual numbers can be presented. No prior analysis was requested by staff because the proposal is to replace an already-approved more intense traffic generating use (high turnover restaurant), with a less intense traffic generating use (Athletic Club) per the Institute of Transportation Engineers (ITE) manual. The analysis submitted by the applicant and peer reviewed by the City's Engineering Department conclude that the replacement of a high-turnover restaurant with the Soulcycle use will generate 254 less average daily trips, including 24

less A.M. Peak Hour trips and 13 less P.M. Peak Hour trips (Exhibit B). The City Engineer has reviewed the data and concurs with data presented.

Staff would also like to note that in addition to traffic data, the City Engineer has also reviewed the data for the parking analysis, and has issued a review letter signifying his concurrence that the data is accurate. Furthermore, the City Engineer indicates that the assumptions used in the analysis were conservative estimates, and even with a more conservative analysis, the replacement of a restaurant space with the proposed Soulcycle facility will result in fewer vehicle trips and less parking demand than the restaurant (Exhibit C).

Revised Resolution:

The attached draft Planning Commission resolution (Exhibit A) is unchanged, except for the fact that it has been re-numbered to reflect the new year.

Public Correspondence:

Also for clarity, since public comment has come in sporadically since last October, staff has attached all public comments (new and old) to this staff report (Exhibit D).

ATTACHMENTS:

- Exhibit A: Staff Resolution 2016-606
- Exhibit B: Trip Generation Comparison
- Exhibit C: City Engineer Review Letter
- Exhibit D: Public Correspondence



Proudly serving the Business Community for over 55 years

Dec 28, 2015

Dear Calabasas City Planning,

The purpose of this letter is to express the Calabasas Chamber of Commerce's support for the expansion of SoulCycle into the City of Calabasas, CA.

The Calabasas Chamber advocates on behalf of several businesses within the Calabasas community, representative of a diverse variety of sectors including the health & wellness industry.

Adding SoulCycle to the growing list of companies contributing to the economic growth of Calabasas is one such proposal we see as beneficial to our community. With numerous historical examples of community involvement from charity rides to youth sponsorships, we see SoulCycle as an important addition to the city's future development. Further, its extensive testimonials on improved health & wellness of its community members is something we see as an important benefit to Calabasas residents.

Thank you for your support of SoulCycle's development in the Calabasas community.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Karl".

Bridget Karl
President/CEO
Calabasas Chamber of Commerce

To the City of Calabasas Planning Commission
 City Hall, Calabasas, CA 91302
 Dear Commissioners:

1/5/2016City

Re File #150000876

Please consider the following comments related to the content of two newly added exhibits, 1) Exhibit B - Trip Generation Comparison and 2) Exhibit C -City Engineer review Letter.

1) Exhibit B - Trip Generation Comparison:

Table A
Trip Generation Comparison

| Project Scenario | Size | ADT | A.M. Peak Hour | P.M. Peak Hour |
|--------------------------------|----------|-------------|----------------|----------------|
| Approved Project | | | | |
| - Restaurant | 2,636 SF | 335 | 29 | 26 |
| - Restaurant (Outdoor Seating) | 1,000 SF | 127 | 11 | 10 |
| Approved Sub-Total: | | 462 | 40 | 36 |
| Proposed Project | | | | |
| - Health/Fitness Club | 2,636 SF | 113 | 8 | 16 |
| - Restaurant (Outdoor Seating) | 745 SF | 95 | 8 | 7 |
| Proposed Sub-Total: | | 208 | 16 | 23 |
| Net Changes: | | -254 | -24 | -13 |

Notes:

Restaurant trip generation developed from ITE rates for High-Turnover (Sit Down) Restaurant (Land-Use#932)
 Health/Fitness Club trip generation developed from ITE rates for Athletic Club (Land-Use #493)

This table is yet again another ongoing example of the faulty and misleading methodologies and assumption, used by SouCycle's, to establish there are enough parking spaces for all their clients. Please observe; the tables "Notes:" refer to ITE rates for an Athletic Club #493 but the table indicates it's using ITE rates for a Health/Fitness Club. Health/Fitness Club is ITE #492, its PM Peak Hour rates are 3.53 per 1,000sf, while Athletic Club #493 is 5.96 per 1,000sf (see attached ITE tables). 3.53 for 2,636sf computes to 9 trips per PM Peak Hour not 16. It appears there shouldn't be any question that SoulCycle will be very successful. Public comments demonstrate a large demand and they have 44 locations and over 300,242 clients nationwide. They are installing 57 bikes and certainly plan on using all of them. Obviously 9 trips per hour implies 9 parking spaces. Who would believe that 9 parking spaces would accommodate 56 clients? Please observe ITE data is hourly, their classes are 45 minutes so that would double the clients in an hour, 112 clients in 9 cars. So instead of obtaining parking data from their other locations or asking ITE to do that for them, they used ITE Athletic Club #493, but forgot to change it in the table. SoulCycle now feel, along with all their other previous tables regarding the whole Avanti project, that 16 cars are enough to obtain approval. Really, for 112 clients per hour?

2) Exhibit C -City Engineer review Letter:

If the above is found correct, then are Mr. Yalda's comment and conclusions warranted? We find them quite disappointing, for most everyone relies on the accuracy of information provided by the City staff. We wonder what caused him to submit them. Michel Jacoby

**INSTITUTE OF TRANSPORTATION ENGINEERS
COMMON TRIP GENERATION RATES (PM Peak Hour)**

(Trip Generation Manual, 9th Edition)

| Code | Description | Unit of Measure | Trips Per Unit |
|--------------------------|--------------------------------------|-----------------|----------------|
| PORT AND TERMINAL | | | |
| 30 | Truck Terminal | Acres | 6.55 |
| 50 | Park and Ride Lot with Bus Service | Parking Spaces | 0.62 |
| INDUSTRIAL | | | |
| 110 | General Light Industrial | 1,000 SF | 0.97 |
| 120 | General Heavy Industrial | Acres | 2.18 |
| 130 | Industrial Park | 1,000 SF | 0.85 |
| 140 | Manufacturing | 1,000 SF | 0.73 |
| 150 | Warehousing | 1,000 SF | 0.32 |
| 151 | Mini-Warehouse | 1,000 SF | 0.28 |
| 152 | High-Cube Warehouse | 1,000 SF | 0.12 |
| 170 | Utilities | 1,000 SF | 0.76 |
| RESIDENTIAL | | | |
| 210 | Single-Family Detached Housing | Dwelling Units | 1.00 |
| 220 | Apartment | Dwelling Units | 0.62 |
| 221 | Low-Rise Apartment | Dwelling Units | 0.58 |
| 230 | Residential Condominium / Townhouse | Dwelling Units | 0.52 |
| 260 | Mobile Home Park | Dwelling Units | 0.59 |
| 251 | Senior Adult Housing - Detached | Dwelling Units | 0.27 |
| 252 | Senior Adult Housing - Attached | Dwelling Units | 0.25 |
| 253 | Congregate Care Facility | Dwelling Units | 0.17 |
| 254 | Assisted Living | Beds | 0.22 |
| 255 | Continuing Care Retirement Community | Dwelling Units | 0.16 |
| LODGING | | | |
| 310 | Hotel | Rooms | 0.60 |
| 320 | Motel | Rooms | 0.47 |
| 330 | Resort Hotel | Rooms | 0.42 |
| RECREATIONAL | | | |
| 411 | City Park | Acres | 0.19 |
| 412 | County Park | Acres | 0.69 |
| 413 | State Park | Acres | 0.07 |
| 415 | Beach Park | Acres | 1.38 |
| 416 | Campground / Recreation Vehicle Park | Camp Sites | 0.27 |
| 417 | Regional Park | Acres | 0.30 |
| 420 | Marina | Berths | 0.19 |
| 430 | Golf Course | Acres | 0.30 |
| 431 | Miniature Golf Course | Holes | 0.33 |

| Code | Description | Unit of Measure | Trips Per Unit |
|----------------------|--------------------------------------|--------------------------|----------------|
| 432 | Golf Driving Range | Tees / Driving Positions | 1.25 |
| 433 | Batting Cages | Cages | 2.22 |
| 435 | Multi-Purpose Recreational Facility | Acres | 5.77 |
| 437 | Bowling Alley | 1,000 SF | 1.71 |
| 441 | Live Theater | Seats | 0.02 |
| 443 | Movie Theater without Matinee | 1,000 SF | 6.16 |
| 444 | Movie Theater with Matinee | 1,000 SF | 3.80 |
| 445 | Multiplex Movie Theater | 1,000 SF | 4.91 |
| 452 | Horse Race Track | Acres | 4.30 |
| 454 | Dog Race Track | Attendance Capacity | 0.15 |
| 460 | Arena | Acres | 3.33 |
| 473 | Casino / Video Lottery Establishment | 1,000 SF | 13.43 |
| 460 | Amusement Park | Acres | 3.95 |
| 488 | Soccer Complex | Fields | 17.70 |
| 490 | Tennis Courts | Courts | 3.88 |
| 491 | Racquet / Tennis Club | Courts | 3.35 |
| 492 | Health / Fitness Club | 1,000 SF | 3.53 |
| 493 | Athletic Club | 1,000 SF | 5.95 |
| 495 | Recreational Community Center | 1,000 SF | 1.46 |
| INSTITUTIONAL | | | |
| 520 | Elementary School | 1,000 SF | 1.21 |
| 522 | Middle School / Junior High School | 1,000 SF | 1.19 |
| 530 | High School | 1,000 SF | 0.97 |
| 535 | Private School (K-12) | Students | 0.17 |
| 540 | Junior / Community College | 1,000 SF | 2.54 |
| 560 | Church | 1,000 SF | 0.55 |
| 565 | Daycare Center | 1,000 SF | 12.46 |
| 566 | Cemetery | Acres | 0.84 |
| 571 | Prison | 1,000 SF | 2.91 |
| 580 | Museum | 1,000 SF | 0.18 |
| 589 | Library | 1,000 SF | 7.30 |
| 591 | Lodge / Fraternal Organization | Members | 0.03 |
| MEDICAL | | | |
| 610 | Hospital | 1,000 SF | 0.93 |
| 620 | Nursing Home | 1,000 SF | 0.74 |
| 630 | Clinic | 1,000 SF | 5.18 |
| 640 | Animal Hospital / Veterinary Clinic | 1,000 SF | 4.72 |

| Code | Description | Unit of Measure | Trips Per Unit |
|---------------|--|-----------------|----------------|
| OFFICE | | | |
| 710 | General Office Building | 1,000 SF | 1.49 |
| 714 | Corporate Headquarters Building | 1,000 SF | 1.41 |
| 715 | Single Tenant Office Building | 1,000 SF | 1.74 |
| 720 | Medical-Dental Office Building | 1,000 SF | 3.57 |
| 730 | Government Office Building | 1,000 SF | 1.21 |
| 732 | United States Post Office | 1,000 SF | 1.22 |
| 733 | Government Office Complex | 1,000 SF | 2.85 |
| 750 | Office Park | 1,000 SF | 1.48 |
| 760 | Research and Development Center | 1,000 SF | 1.97 |
| 770 | Business Park | 1,000 SF | 1.29 |
| MEAT | | | |
| 812 | Building Materials and Lumber Store | 1,000 SF | 4.49 |
| 813 | Free-Standing Discount Superstore | 1,000 SF | 4.35 |
| 814 | Variety Store | 1,000 SF | 6.82 |
| 815 | Free Standing Discount Store | 1,000 SF | 4.98 |
| 816 | Hardware / Paint Store | 1,000 SF | 4.84 |
| 817 | Nursery (Garden Center) | 1,000 SF | 6.94 |
| 818 | Nursery (Wholesale) | 1,000 SF | 5.17 |
| 820 | Shipping Center | 1,000 SF | 3.71 |
| 823 | Factory Outlet Center | 1,000 SF | 2.29 |
| 826 | Specialty Retail Center | 1,000 SF | 2.71 |
| 841 | New Car Sales | 1,000 SF | 2.62 |
| 842 | Recreational Vehicle Sales | 1,000 SF | 2.54 |
| 843 | Automobile Parts Sales | 1,000 SF | 5.98 |
| 846 | Tire Store | 1,000 SF | 4.15 |
| 850 | Supermarket | 1,000 SF | 9.46 |
| 851 | Convenience Market (Open 24 Hours) | 1,000 SF | 52.41 |
| 852 | Convenience Market (Open 15-18 Hours) | 1,000 SF | 34.57 |
| 853 | Convenience Market with Gasoline Pumps | 1,000 SF | 50.92 |
| 854 | Discount Supermarket | 1,000 SF | 6.34 |
| 857 | Discount Club | 1,000 SF | 4.16 |
| 860 | Wholesale Market | 1,000 SF | 0.86 |
| 861 | Sporting Goods Superstore | 1,000 SF | 1.84 |
| 862 | Home Improvement Superstore | 1,000 SF | 2.33 |
| 863 | Electronics Superstore | 1,000 SF | 4.50 |
| 864 | Toy / Children's Superstore | 1,000 SF | 4.99 |
| 868 | Pet Supply Superstore | 1,000 SF | 3.38 |
| 867 | Office Supply Superstore | 1,000 SF | 3.40 |
| 875 | Department Store | 1,000 SF | 1.87 |

| Code | Description | Unit of Measure | Trips Per Unit |
|-------------------|--|-------------------|----------------|
| 876 | Apparel Store | 1,000 SF | 3.83 |
| 879 | Arts and Craft Store | 1,000 SF | 6.21 |
| 888 | Pharmacy / Drugstore without Drive-Through Window | 1,000 SF | 8.4 |
| 881 | Pharmacy / Drugstore with Drive-Through Window | 1,000 SF | 9.91 |
| 890 | Furniture Store | 1,000 SF | 0.45 |
| 896 | DVD/Video Rental Store | 1,000 SF | 13.60 |
| RESTAURANT | | | |
| 911 | Walk-In Bank | 1,000 SF | 12.13 |
| 912 | Drive-In Bank | 1,000 SF | 24.30 |
| 918 | Hair Salon | 1,000 SF | 1.30 |
| 925 | Dining Place | 1,000 SF | 11.34 |
| 921 | Quality Restaurant | 1,000 SF | 7.49 |
| 932 | High-Turnover (SB-Down) Restaurant | 1,000 SF | 11.15 |
| 933 | Fast Food Restaurant without Drive-Through Window | 1,000 SF | 28.15 |
| 934 | Fast Food Restaurant with Drive-Through Window | 1,000 SF | 33.84 |
| 935 | Fast Food Restaurant with Drive-Through Window and No Indoor Seating | 1,000 SF | 153.85 |
| 936 | Coffee / Donut Shop without Drive-Through Window | 1,000 SF | 40.75 |
| 937 | Coffee / Donut Shop with Drive-Through Window | 1,000 SF | 42.8 |
| 938 | Coffee / Donut Shop with Drive-Through Window and No Indoor Seating | 1,000 SF | 75 |
| 940 | Bread / Donut / Bagel Shop with Drive-Through Window | 1,000 SF | 18.59 |
| 941 | Quick Lubrication Vehicle Shop | Service Bays | 5.19 |
| 942 | Automobile Care Center | 1,000 SF | 3.11 |
| 943 | Automobile Parts and Service Center | 1,000 SF | 4.46 |
| 944 | Gasoline / Service Station | Fueling Positions | 13.87 |
| 945 | Gasoline / Service Station with Convenience Market | Fueling Positions | 13.51 |
| 946 | Gasoline / Service Station with Convenience Market and Car Wash | Fueling Positions | 13.94 |
| 947 | Self-Service Car Wash | Stalls | 5.54 |
| 948 | Automated Car Wash | 1,000 SF | 14.12 |
| 950 | Truck Stop | 1,000 SF | 13.83 |

Glenn Michitsch

From: brubachco@aol.com
Sent: Wednesday, October 14, 2015 10:40 AM
To: Glenn Michitsch
Subject: disgusted by Avanti-please post and submit to commission

Hello,
Wanted to add my disappointment and large objection to the monstrosity the city approved at Avanti. We now have an overgrown monster development within our beautiful quaint little city. My pastoral views and been totally ruined, we used to see lovely mountains, trees, sky but now we see the ugly rooftops of these oversized buildings. In addition, so many people complain to me about this development and the ugliness of the buildings showing thru on our beautiful lake! By the way, where is the proper setback from the street as we were told we would have? It sits right on the street and is just too large for the street!

When it comes to the change in tenant plans, PLEASE put in the type of business that will have the LEAST amount of traffic! This entire development is a mistake, too large and all of the added traffic on our little street will just cause aggravation for all of us long time residents!

Please step up and correct this major problem!

Thank you very much.
A very UNHAPPY long time resident on Park Mirasol



CITY of CALABASAS

Community Development Department
Planning Division
100 Civic Center Way
Calabasas, CA 91302
T: 818.224.1600
F: 818.225.7329

www.cityofcalabasas.com

Notice of Public Hearing

The application described below has been filed with the City of Calabasas Community Development Department. This notice is being mailed to you because your property is located near the proposed project, your agency may be directly or indirectly affected by the project, or because you have requested such notice.

File No.: 150000876

Project Location: 23500 Park Sorrento, in the City of Calabasas, County of Los Angeles.

Project Description: Request for a Conditional Use Permit to establish a spin-focused health and fitness club (SoulCycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception/office/laundry), and retail apparel sales.

Applicant: Calabasas Village, LP, 85 Enterprise, Suite 450, Aliso Viejo CA 92656

Hearing Body: Planning Commission

Meeting Date & Time: January 7, 2016, at 7:00 PM

Meeting Location: Council Chambers, City Hall, 100 Civic Center Way, Calabasas, California

PLEASE DISTRIBUTE TO PLANNING COMMISSIONERS

Project Planner: Glenn Michitsch
T: (818) 224-1600
F: (818) 225-7329

Or Visit Community Development Department offices located at:

Calabasas City Hall
100 Civic Center Way, Calabasas, CA 91302
Monday - Thursday: 7:30 a.m. to 5:30 p.m.
Friday: from 7:30 a.m. to 2:00 p.m.

RECEIVED

JAN 05 2016

COMMUNITY DEVELOPMENT
PLANNING DEPT.

Following the public hearing, the decision of the Planning Commission is final and conclusive unless the project is appealed within 10 days following the date of decision. Appeals must be filed with the City Clerk in writing on the approved application form, to include a statement of the reason for the appeal, and must be accompanied by the appropriate filing fee. If you challenge any of the foregoing actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the public hearing.

Date:

Dec. 14, 2015

Signature:

Tom Bartlett, AICP, City Planner

**THE PETITION SIGNED
BY 45+ HOMEOWNERS
ADJACENT TO AVANTI**

(SEVERAL HOMEOWNERS COMMENTS FOLLOWING)

THIS IS A PETITION AGAINST THE REQUEST FOR A CONDITIONAL USE PERMIT BY THE PLANNING COMMISSION OF THE CITY OF CALABASAS FOR THE SOUL CYCLE PROJECT AT 23500 PARK SORRENTO . WE ALSO PETITION THE CITY COUNCIL TO REJECT THIS USE PERMIT.

REASONS THIS ACTION IS REQUESTED:

1. THIS IS A RESIDENTIAL STREET. THE CITY HAS ALLOWED THE AVANTI PROJECT TO BUILD MORE THAN 78 CONDOS ON PARK SORRENTO AND TO INCLUDE A COMMERCIAL ASPECT THAT WILL DETRACT FROM THE RESIDENTIAL COMMUNITY AND ADJACENT NEIGHBORS.






2. SOUL CYCLE, A SPIN-FOCUSED FITNESS CLUB, WOULD BRING INCREASED TRAFFIC AND CONGESTION TO AN ALREADY NARROW RESIDENTIAL STREET (ONE CAR IN EACH DIRECTION). THE STORE FRONT SIGNAGE LOCATION AND THE EXCESSIVE LOUD MUSIC UTILIZED FOR THIS PROGRAM WOULD ADD A NEGATIVE COMMERCIAL ELEMENT AND DETRACT FROM THE EXISTING RESIDENTIAL NEIGHBORHOOD.

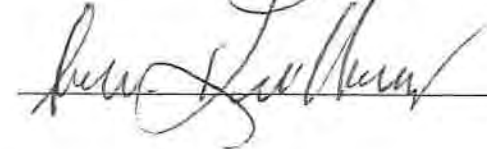
3. THE HOURS OF INTENDED OPERATION ARE FROM 7AM TO 9PM. AS MANY AS 120 AUTOMOBILES WILL BE ARRIVING AND DEPARTING EACH HOUR. LESS THAN 28 ALLOTTED PARKING SPACES ARE AVAILABLE.



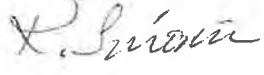


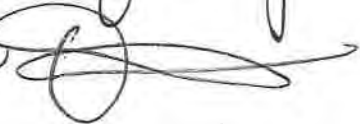
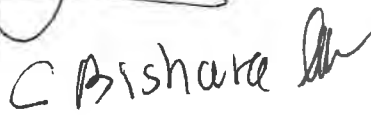
4. PARKING IS ALREADY LIMITED ON PARK SORRENTO. THE ADDITION OF 78 CONDOMINIUMS, AND THE TENNIS CENTER FITNESS CENTER CAR OVERFLOW ALREADY CONGESTS PARK SORRENTO AND PARK MIRASOL. THERE IS NOT SUFFICIENT PARKING AVAILABLE. THE STREET WOULD BE CLOGGED WITH ARRIVING AND DEPARTING CARS WHEN THE LOCAL RESIDENTS NEED LESS TRAFFIC, NOT MORE.

5. THERE IS A SPIN FITNESS PROGRAM OFFERED NEXT DOOR AT THE SWIM AND TENNIS CENTER. THE CALABASAS COUNTRY CLUB, A MILE AWAY, IS NOW OFFERING THIS TYPE OF FITNESS AT ITS NEW HEALTH CLUB.

WE THE UNDERSIGNED, REQUEST THIS PERMIT BE DENIED, AS WE MAY OR MAY NOT BE ABLE TO ATTEND THIS PLANNING COMMISSION MEETING ON JAN.7, 2016.

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|----------|-----------------------|---|--|
| 1 | 12-31-15 | GUARDO KUNZBAUM |  | 4698 Park Mirasol |
| 2 | 12-31-15 | NADINE KIRSHBAUM | Nadine Kirshbaum | 4698 Park Mirasol |
| 3 | 12-31-15 | Stephanie Tibi | Stephanie Tibi | 4692 Park Mirasol |
| 4 | 12/31/15 | Raula Dicks |  | 4694 Park Mirasol |
| 5 | 12/31/15 | Michael Jacoby | Michael Jacoby | 23344 Paul Serrano |
| 6 | 12/31/15 | VIROSLAWA JACOBY |  | " " |
| 7 | 12/31/15 | JULIE JACOBY |  | " " |
| 8 | 1/4/16 | Fitchie Lau |  | 4354 Park Vicente Cabrera Ca 91302 |
| 9 | 1/4/16 | <u>Henry Cespedes</u> | | 24521 VIA ESQUINA 91302 |
| 10 | 1/14/16 | Joe Surrato | JOE Surrato | 4328 Park Verde 91302 |

petitioner 

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|------------|------------------|--|---|
| 1 | 12-29-15 | LISA CURLE |  | 23401 PARK SORRENTO #28 CALABASAS, CA 91302 |
| 2 | 12-30-15 | Alison Marcelino |  | 23401 Park Sorrento #37 Calabasas CA 91302 |
| 3 | 12-30-2015 | Lozita Simonian |  | 23401 Park Sorrento #38 |
| 4 | 1-1-2016 | CONNIE LEE |  | 23401 park sorrento #4. calabas, ca. 91302 |
| 5 | 1-3-2016 | CHRISTINA YANG |  | 23401 PARK SORRENTO #41 CALABASAS, CA. 91302 |
| 6 | 1-3-2016 | Tracey Rossino |  | 23401 PARK SORRENTO #42 CALABASAS, CA 91302 |
| 7 | 1-3-2016 | Cyishara |  | 23401 Park Sorrento #43 Calabasas, CA 91302 |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

petitioner _____

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|------------|-------------------|----------------------|--|
| 1 | 12/26/2015 | ALYCE R. MILLER | Alyce R. Miller | 23401 PARK Sorrento #2 Calabas, CA 91302 |
| 2 | 12/28/15 | Charles Fitzsimon | Charles W. Fitzsimon | 23401 Park Sorrento #12, Calabasas, CA 91302 |
| 3 | 12/28/15 | Aloha Caputo | Aloha Caputo | same #13 |
| 4 | 12/29/15 | Debbi Lewin | Debbi Lewin | 23391 Park Sorrento #59 Calabasas, CA 91302 |
| 5 | 12/29/15 | Sally Navab | Sally Navab | 23401 PARK Sorrento |
| 6 | 12-29-15 | Pari-Haushmand | Pari-Haushmand | 23391 Park Sorrento #35 Calabasas-CA-91302 |
| 7 | 12/29/15 | Yelena ABRAMIAN | Yelena Abramian | 23391 Park Sorrento #67 Calabasas, CA 91302 |
| 8 | 12/29/15 | Lean Accardo | Lean Accardo | 23401 Park Sorrento unit 5 Calabasas, CA 91302 |
| 9 | 12/29/15 | Parvin Kashi | Parvin Kashi | 23351 - Park Sorrento #69 CA 91302 |
| 10 | 12/29/2015 | Farideh Khaled | Farideh Khaled | 23351 park Sorrento #70 CA, 91302 |

petitioner _____

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|----------|----------------|---------------|-------------------------|
| 1 | 1/3/15 | Jack R. Cohen | Jack R. Cohen | 23391 Park Sorrento #15 |
| 2 | 1/3/15 | Troy Thum | [Signature] | 23351 Park Sorrento #11 |
| 3 | 1/3/2015 | Rachel ALMASSI | [Signature] | 23391 Park Sorrento #63 |
| 4 | 1/3/16 | Kate Miller | K.D. Miller | 23391 Park Sorrento #6 |
| 5 | 1/3/16 | Skip Holm | [Signature] | 23401 Park Sorrento #12 |
| 6 | 1/3/16 | ELYAS FAIZAN | [Signature] | 23401 PARK SORRENTO #6 |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

petitioner _____

DATE

1/1/2016

1/1/2016

PRINTED NAME

Natalia Liden

LEONARD Searls

SIGNATURE



ADDRESS

4607 PARK MIRASOL

4607 PARK MIRASOL

2

3

4

5

6

7

8

9

10

petitioner

"We OPPOSE" AVANTE PROJECT
 FROM
 SOUL CYCLE
 ADDRESS

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|----------|---------------|---------------|---|
| 1 | 1/3/2016 | BRENDA SEEMAN | Brenda Seeman | 4678 PARK MIRASOL CALABASAS CA 91302 |
| 2 | 1/3/2016 | Robert SEEMAN | R. Seeman | 4678 Park Mirasol Calabasas, Ca. 91302 |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

petitioner _____

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1 Charles Diggs

2 JAN. 1, 2016

CHARLES DIGGS



4694 PARK MIRASOL
CALABASAS, CA. 91302

3

4

5

6

7

8

9

10

petitioner _____

| | DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|----|--------|-------------------|--------------------|------------------|
| 1 | 1-2-16 | ADRIENNE BRENT | Dr. Adrienne Brent | 4643 Park Inwood |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

petitioner _____

DATE
1/2/16

PRINTED NAME
MARIE Sigari

SIGNATURE
Marie Sigari

ADDRESS
23318 AK SARRONB

1

2

3

4

5

6

7

8

9

10

petitioner

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1/3/16

HARVEY CAINTER

Harvey Cainter

4611 Peak Mirasol
COLIABASOS, CA 91302

1

2

3

4

5

6

7

8

9

10

petitioner

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1 JAN. 1, 2016

DONALD LOW



4623 PARK MURASOL

2

3

4

5

6

7

8

9

10

petitioner _____

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1 Jan 4 2016

CLAUDIA TORIMEN Claudia Torimen 4668 PK Marissa

2

3

4

5

6

7

8

9

10

petitioner

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1

1/1/16

ANN LAMBERT

Ann Lambert

4656 PARK MIRASOL

2

3

4

5

6

7

8

9

10

petitioner

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1-4-16

Rudolph Staback

Mün

4647 PARK MÜN502

2

3

4

5

6

7

8

9

10

petitioner _____

DATE

PRINTED NAME

SIGNATURE

ADDRESS

1

Jan 4-2016

IRMA SASSELLI

Irma Sasselli

4648 Park Mirasol
Calabasas, CA
91302

2

3

4

5

6

7

8

9

10

petitioner

DATE

1/2/2016

PRINTED NAME

Sharon Doran

SIGNATURE

Sharon Doran

ADDRESS

4625 Park Mirasol

1
2 There is no PARKING AS IS
3 ON Park MIRASOL. We have many houses
4 with NO SIDEWALKS.

5 The people from Tennis & Swim
6 Center should not park on our street
7 all day either.

8 The corner of Park Mirasol
9 & Park Sorrento is a blind intersection
10 heading on from Park Mirasol to Park
11 Sorrento I have had 2 car accidents
12 myself because cross traffic difficult
13 to see

14 The wait to turn & congestion now
15 is awful. I am All for
16 progress but this is
17 crazy!

petitioner

Sharon Doran

Gerald M. Kirshbaum DDS

**Fax
Transmission**

- Please call to confirm receipt
- Please respond by return fax
- Call only if transmission is incomplete

Date: 1-10-16

To: GLEN MICHLITZOFF

Fax number: 818 2257329

From: G. KIRSHBAUM / A


Our phone: (818) 788-8840

Our fax: (818) 986-5502

of pages including cover page: 2

Put any special message here.

PLEASE ADD TO SOUL CYCLES
POSITION

THANKS -


| DATE | PRINTED NAME | SIGNATURE | ADDRESS |
|--|------------------|-------------------------|--|
| 1 Jan 1, 2016 <i>I am highly against this project !!!</i> | KORETTA YOUNG | <i>Koretta Young</i> | 4674 PARK MIRASOL CALABASAS, CA 91302 |
| 2 Jan 2, 2016 | Shelby Radfar | <i>Shelby Radfar</i> | 4774 PARK GRANDA CALABASAS, CA |
| 3 Jan 2, 2016 | ROXY PALZI | <i>Roxy Palzi</i> | 3907 BON HOMME RD CALABASAS |
| 4 Jan 2, 2016 | JUPIN BAGHERADAN | <i>Jupin Bagheradan</i> | 4103 SCHUYLKILL DRIVE CALABASAS |
| 5 Jan 2, 2016 | SHYLEE BLAIR | <i>Shylee Blair</i> | 24909 PALMILLA DR. CALABASAS |
| 6 Jan 2, 2016 | Emily Arrand | <i>Emily Arrand</i> | 22123 Ybarra Pk., Woodland Hills |
| 7 Jan 2, 2016 | DANIELLE DANE | <i>Danielle Dane</i> | 22664 JAMESON DR. CALABASAS |
| 8 JAN 2, 2016 | VINCENT KUDELUK | <i>Vincent Kudeluk</i> | 23400 PARK SORRENTO |

petitioner _____

RECEIVED

JAN 06 2015

COMMUNITY DEVELOPMENT
PLANNING DEPT

From: DoreOP@aol.com
Subject: Re: Your Petition....
Date: January 1, 2016 at 4:28 PM
To: GERALD KIRSHBAUM gerry66@aol.com

Hi Gerry,

I have read your letter and the petition and have signed it. I will get my neighbors to do the same in case they haven't complied on their own. This is simply unacceptable on all of the levels that you mentioned and more. I think it would be a terrible situation for those living in the complex as well. I think we will have enough problems with whatever else is going into the complex as far as businesses are concerned.

As soon as my petition gets signed by others, if possible, I will place it in your mailbox. I hope to see you at the meeting.

Sending best wishes to you and Nadine for a very Happy and Healthy New Year.....thank you for all that you do for us here in the Park.

Best,

Doré Chodorow

DONALD LOW
lowdown@roadrunner.com

4623 PARK MIRASOL
CALABASAS, CA 91302-1732
PHONE: 818-222-6300 FAX: 818-222-6366

January 2, 2016

Gerry Kirshbaum
4698 Park Mirasol
Calabasas, CA 91302

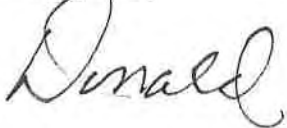
Re: Petition contra Soul Cycle Project

Gerry:

I agree that the proposed use would adversely affect our neighborhood.

My signed copy of the Petition is enclosed.

Regards,

A handwritten signature in cursive script that reads "Donald".

Donald Low

TRAFFIC & NOISE CONSIDERATIONS

SoulCycle's request for a Conditional Use Permit needs to be opposed for two reasons.

1. **TRAFFIC:** The Avanti development was approved even though it added an astounding 1,646 car trips daily to Park Sorrento. A successful SoulCycle will alone add another astounding 952 car trips.
2. **PARKING:** The Avanti was allowed to put 7% of its parking needs onto Park Sorrento, that's 21 cars, where all parking spaces are occupied (see attached); they are used by previous approved developments. A successful SoulCycle will create a need for another 69 street parking spaces.

TRAFFIC:

SoulCycle will have 56 bikes and classes will be 45 minutes long. If all bikes are used and each user comes in one car, that's 56 cars every 45 minutes. Class are from 5:30am to 10:00pm, which could produce 17 spinning classes. $56 \times 17 = 952$ extra daily trips on Park Sorrento. The original approved 8,000sf Sit-Down Restaurant space produced 1,107 daily trips. SoulCycle in just 2,140sf of that space could produce 952 daily trips. That's not including their staff.

PARKING:

- **Parking Needed: = 133 spaces (112+21)**
 - **SoulCycle's Class** start as early as 5:30am. There will be 56 cars from the first 45 minute class and another 56 from next 45 minute class, continuing all day. Total parking need = 112 cars. $(56+56)$
 - **The Avanti** was given a 7% reduction in required parking space. Giving that reduction gets rid of parking spaces but not the cars. It puts those cars onto public streets, in this case Park Sorrento which is 21 cars. $(7\% \times 300)$
- **Parking Available: = 64 (0+64)**
 - **STREET Parking:** There are approximately 40 street parking spaces. Because previous developments lack adequate parking spaces those street spaces are fully occupied by people who work in those earlier developments. *Street parking = 0*
 - **Avanti subterranean:** They tell us there are 86 parking spaces underground. But 13 are "Revered Open Spaces", 2 "Reserved for Residential Guests" and 7 are "leased" totaling 22 that are not available. *Subterranean space= 64 (86-22)*
- **Result: Shortage of 69 parking spaces. (133-64)**
 - The employees of the surrounding offices will have no place to park since SoulCycle clients start arriving at 5:30am and will take up all street parking.
 - All other visitors to the buildings restaurants and other tenants' throughout the day will have no place to park. All available parking spaces, on the Street and subterranean will be used by SoulCycle clients. Since there are only 40 spaces on the street 29 (69-40) of the SoulCycle clients will have no place to park. ■■■

Note: To comply with present approval, SoulCycle would need to decrease the number of bikes from 56 to 17. $\{((2,140 \times 1,107) / 8,000 \times 56) / 952 = 17.41$

INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 9th Edition)

| Code | Description | Unit of Measure | Trips Per Unit |
|--------------------------|--------------------------------------|-----------------|----------------|
| PORT AND TERMINAL | | | |
| 30 | Truck Terminal | Acres | 6.55 |
| 90 | Park and Ride Lot with Bus Service | Parking Spaces | 0.62 |
| INDUSTRIAL | | | |
| 110 | General Light Industrial | 1,000 SF | 0.97 |
| 120 | General Heavy Industrial | Acres | 2.16 |
| 130 | Industrial Park | 1,000 SF | 0.85 |
| 140 | Manufacturing | 1,000 SF | 0.73 |
| 150 | Warehousing | 1,000 SF | 0.32 |
| 151 | Mini-Warehouse | 1,000 SF | 0.26 |
| 152 | High-Cube Warehouse | 1,000 SF | 0.12 |
| 170 | Utilities | 1,000 SF | 0.76 |
| RESIDENTIAL | | | |
| 210 | Single-Family Detached Housing | Dwelling Units | 1.00 |
| 220 | Apartment | Dwelling Units | 0.62 |
| 221 | Low-Rise Apartment | Dwelling Units | 0.58 |
| 230 | Residential Condominium / Townhouse | Dwelling Units | 0.52 |
| 240 | Mobile Home Park | Dwelling Units | 0.59 |
| 251 | Senior Adult Housing - Detached | Dwelling Units | 0.27 |
| 252 | Senior Adult Housing - Attached | Dwelling Units | 0.25 |
| 253 | Congregate Care Facility | Dwelling Units | 0.17 |
| 254 | Assisted Living | Beds | 0.22 |
| 255 | Continuing Care Retirement Community | Dwelling Units | 0.16 |
| LODGING | | | |
| 310 | Hotel | Rooms | 0.60 |
| 320 | Motel | Rooms | 0.47 |
| 330 | Resort Hotel | Rooms | 0.42 |
| RECREATIONAL | | | |
| 411 | City Park | Acres | 0.19 |
| 412 | County Park | Acres | 0.09 |
| 413 | State Park | Acres | 0.07 |
| 415 | Beach Park | Acres | 1.30 |
| 416 | Campground / Recreation Vehicle Park | Camp Sites | 0.27 |
| 417 | Regional Park | Acres | 0.20 |
| 420 | Marina | Berths | 0.19 |
| 430 | Golf Course | Acres | 0.30 |
| 431 | Miniature Golf Course | Holes | 0.33 |

| Code | Description | Unit of Measure | Trips Per Unit |
|----------------------|--------------------------------------|--------------------------|----------------|
| 432 | Golf Driving Range | Tees / Driving Positions | 1.25 |
| 433 | Batting Cages | Cages | 2.22 |
| 435 | Multi-Purpose Recreational Facility | Acres | 5.77 |
| 437 | Bowling Alley | 1,000 SF | 1.71 |
| 441 | Live Theater | Seats | 0.02 |
| 443 | Movie Theater without Matinee | 1,000 SF | 6.16 |
| 444 | Movie Theater with Matinee | 1,000 SF | 3.80 |
| 445 | Multiplex Movie Theater | 1,000 SF | 4.91 |
| 452 | Horse Race Track | Acres | 4.30 |
| 454 | Dog Race Track | Attendance Capacity | 0.15 |
| 460 | Arena | Acres | 3.33 |
| 473 | Casino / Video Lottery Establishment | 1,000 SF | 13.43 |
| 480 | Amusement Park | Acres | 3.95 |
| 488 | Soccer Complex | Fields | 17.70 |
| 490 | Tennis Courts | Courts | 3.88 |
| 491 | Racquet / Tennis Club | Courts | 3.35 |
| 492 | Health / Fitness Club | 1,000 SF | 3.53 |
| 493 | Athletic Club | 1,000 SF | 5.96 |
| 495 | Recreational Community Center | 1,000 SF | 1.45 |
| INSTITUTIONAL | | | |
| 520 | Elementary School | 1,000 SF | 1.21 |
| 522 | Middle School / Junior High School | 1,000 SF | 1.19 |
| 530 | High School | 1,000 SF | 0.97 |
| 536 | Private School (K-12) | Students | 0.17 |
| 540 | Junior / Community College | 1,000 SF | 2.54 |
| 560 | Church | 1,000 SF | 0.55 |
| 565 | Daycare Center | 1,000 SF | 12.46 |
| 566 | Cemetery | Acres | 0.84 |
| 571 | Prison | 1,000 SF | 2.91 |
| 580 | Museum | 1,000 SF | 0.18 |
| 590 | Library | 1,000 SF | 7.30 |
| 591 | Lodge / Fraternal Organization | Members | 0.03 |
| MEDICAL | | | |
| 610 | Hospital | 1,000 SF | 0.93 |
| 620 | Nursing Home | 1,000 SF | 0.74 |
| 630 | Clinic | 1,000 SF | 5.18 |
| 640 | Animal Hospital / Veterinary Clinic | 1,000 SF | 4.72 |



CITY of CALABASAS

Date: December 17, 2015
To: File
From: Robert Yalda, P.E., T.E., Public Works Director/City Engineer
Subject: SoulCycle Traffic and Parking Study

Based on our review of the SoulCycle Traffic and Parking Study, we have determined that the study was conducted in accordance with the nationally adopted guidelines and practices. The methodologies used and assumptions made in determining parking demand and trips generated for the SoulCycle are reasonable. The study provides a more conservative assumption of trips and parking demands generated by a fitness studio such as SoulCycle. Even with the more conservative assumption, SoulCycle still generates fewer trips and less parking demands than a typical high-end restaurant establishment with the similar square footage.

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

Memorandum

From: Michel Jacoby mjcalab9@gmail.com

Subject: Yalda and SoulCycle

Date: January 2, 2016 at 11:58 PM

To: GERALD KIRSHBAUM gerry66@aol.com, David Litt dliitt.select@gmail.com, Harold Arkoff hbarkoff@sbcglobal.net

It was very disappointing to see and read Robert Yalda's letter (see attached).

How can anyone believe that all of SoulCycle's customers will come in just 8 to 16 cars per hour (see following new Table A)? Didn't Mr. Yalda know that SoulCycle expects, and have demonstrated, they will be very successful and are preparing for 56 customers per 3/4 of an hour. That's double that amount, 112/hour? We wonder what motivated Mr. Yalda to write that letter and say "The methodologies used and assumptions made in determining parking demand and trips generated for the SoulCycle are reasonable"?

Table A
Trip Generation Comparison

| Project Scenario | Size | ADT | A.M. Peak Hour | P.M. Peak Hour |
|--------------------------------|----------|------|----------------|----------------|
| <i>Approved Project</i> | | | | |
| - Restaurant | 2,636 SF | 335 | 29 | 26 |
| - Restaurant (Outdoor Seating) | 1,000 SF | 127 | 11 | 10 |
| <i>Approved Sub-Total:</i> | | 462 | 40 | 36 |
| <i>Proposed Project</i> | | | | |
| - Health/Fitness Club | 2,636 SF | 113 | 8 | 16 |
| - Restaurant (Outdoor Seating) | 745 SF | 95 | 8 | 7 |
| <i>Proposed Sub-Total:</i> | | 208 | 16 | 23 |
| <i>Net Change:</i> | | -254 | -24 | -13 |

Notes:

Restaurant trip generation developed from ITE rates for High-Turnover (Sit Down) Restaurant (Land-Use#932)
Health/Fitness Club trip generation developed from ITE rates for Athletic Club (Land-Use #493)

The "Notes:" above refer to ITE rates for an Athletic Club #493 that are 5.96 trips/hr for every 1,000 SF (see attached ITE Rates). But the above Table A uses ITE rates for a Health/Fitness Club which is different, it's #492 that are 3.53 trips/hr for every 1,000 SF. ITE has no Code Description for a recreational facility like SoulCycle, those measurements need to be made to do a meaningful analysis. Using either of the above choices, as they have done, is not only irresponsible and purposefully misleading

To the City of Calabasas Planning Commission
City Hall, Calabasas, CA 91302
Dear Commissioners:

1/5/2016City

Re File #150000876

Please consider the following comments related to the content of two newly added exhibits, 1) Exhibit B - Trip Generation Comparison and 2) Exhibit C - City Engineer review Letter.

1) Exhibit B - Trip Generation Comparison:

Table A
Trip Generation Comparison

| Project Scenario | Size | ADT | A.M. Peak Hour | P.M. Peak Hour |
|--------------------------------|----------|-------------|----------------|----------------|
| <i>Approved Project</i> | | | | |
| - Restaurant | 2,636 SF | 335 | 29 | 26 |
| - Restaurant (Outdoor Seating) | 1,000 SF | 127 | 11 | 10 |
| <i>Approved Sub-Total:</i> | | <i>462</i> | <i>40</i> | <i>36</i> |
| <i>Proposed Project</i> | | | | |
| - Health/Fitness Club | 2,636 SF | 113 | 8 | 16 |
| - Restaurant (Outdoor Seating) | 745 SF | 95 | 8 | 7 |
| <i>Proposed Sub-Total:</i> | | <i>208</i> | <i>16</i> | <i>23</i> |
| Net Change: | | -254 | -24 | -13 |

Notes:

Restaurant trip generation developed from ITE rates for High-Turnover (Sit Down) Restaurant (Land-Use#932)
Health/Fitness Club trip generation developed from ITE rates for Athletic Club (Land-Use #493)

This table is yet again another ongoing example of the faulty and misleading methodologies and assumption, used by SouCycle's, to establish there are enough parking spaces for all their clients. Please observe; the tables "Notes:" refer to ITE rates for an Athletic Club #493 but the table indicates it's using ITE rates for a Health/Fitness Club. Health/Fitness Club is ITE #492, its PM Peak Hour rates are 3.53 per 1,000sf, while Athletic Club #493 is 5.96 per 1,000sf (see attached ITE tables). 3.53 for 2,636sf computes to 9 trips per PM Peak Hour not 16. It appears there shouldn't be any question that SoulCycle will be very successful. Public comments demonstrate a large demand and they have 44 locations and over 300,242 clients nationwide. They are installing 57 bikes and certainly plan on using all of them. Obviously 9 trips per hour implies 9 parking spaces. Who would believe that 9 parking spaces would accommodate 56 clients? Please observe ITE data is hourly, their classes are 45 minutes so that would double the clients in an hour, 112 clients in 9 cars. So instead of obtaining parking data from their other locations or asking ITE to do that for them, they used ITE Athletic Club #493, but forgot to change it in the table. SoulCycle now feel, along with all their other previous tables regarding the whole Avanti project, that 16 cars are enough to obtain approval. Really, for 112 clients per hour?

2) Exhibit C - City Engineer review Letter:

If the above is found correct, then are Mr. Yalda's comment and conclusions warranted? We find them quite disappointing, for most everyone relies on the accuracy of information provided by the City staff. We wonder what caused him to submit it. Michel Jacoby

Calabasas City Codes

17.20.160 - Noise.

B.

Noise Standards. Sections 17.20.160 (D) and (E) establish standards for acceptable exterior and interior noise levels. These standards are intended to protect persons from excessive noise levels, which are detrimental to the public health, welfare and safety since they have the potential to: (i) interfere with sleep, communication, relaxation and the full enjoyment of property; (ii) contribute to hearing impairment and a wide range of adverse physiological stress conditions; and (iii) adversely affect the value of real property. It is the intent of this chapter to protect persons from excessive noise levels within or near various residential development and other specified noise-sensitive land uses.

- E. Interior Noise Level Standards for Residential Uses. No person shall operate or cause to operate any source of sound within any residential dwelling unit or allow the creation of noise on property owned, leased, occupied or otherwise controlled by such person which causes the noise level, when measured inside a neighboring dwelling unit to exceed the levels set forth in Table 3-2.

| Table 3-2 Interior Noise Level Standards | | |
|---|--------------------------------|----------------------------------|
| | Daytime (7 a.m. to 10 p.m.) | Nighttime (10 p.m. to 7 a.m.) |
| Hourly Equivalent Sound Level (Leq, dBA) | 45 | 40 |
| Maximum level, dBA | 60 | 55 |

- F. Mixed Use Standards. Noise level standards in Tables 3-1 and 3-2 shall be increased by 5 dBA for mixed used projects.

SoulCycle's Exhibit G - Acoustic Report & Recommendations

Local Noise Codes

Neither the Calabasas Municipal Ordinance or the Los Angeles County Ordinance set specific noise level limits due to music. Local ordinances due to HVAC noise may be applicable and will be evaluated as the design progresses.

Planning Commission
City of Calabasas
City Hall
Calabasas, CA 91302

October 8, 2015

Dear Commissioners:

Re File # 150000876

We share deep concerns regarding the request to approve the addition of a spin and health center to the project on 23500 Park Sorrento. Frankly, we are amazed that this idea is only now being put forth instead of in the original proposal last year. Our concerns are based on the following items:

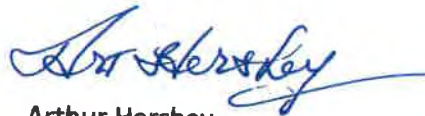
1. Attracting attendance in significant numbers to come to a health center will potentially deluge the location with vehicles. The center will hold over 50 people and the people will presumably change hourly at least four to six times daily. That should add conservatively and estimated 250 or more cars daily on a very small street to a location that has no significant space for parking the new cars each day. This is a formula for a traffic nightmare, both vehicle and pedestrian.
2. The Calabasas Swim and Tennis Center as you know is next door with the same exercise equipment. No doubt users of the new project spin center will use parking now available at the swim center, which during most daytime hours is already very crowded.
3. Another spin and health related fitness center was added to the Calabasas Country Club which can be accessed without having to be a full member of the club.
4. The residential aspect of the condominium development itself will have two-to-three hundred vehicle ingress and egress moments daily. It is ludicrous to think of adding several hundred more trips with the addition of a health center. Park Sorrento cannot suitably handle such a daily load without grievous results.

We urge you to reject this proposal out right since access to the property in question is already on overload.

Sincerely,



Adrienne Brent
4643 Park Mirasol
Calabasas, CA 91302



Arthur Hershey
4533 Park Allegra
Calabasas, CA 91302

RECEIVED

OCT 09 2015

COMMUNITY DEVELOPMENT
PLANNING DEPT

To the Calabasas Planning Commission

November 2, 2015

From: Harold B. Arkoff

Re: Soul Cycle Project

RECEIVED

NOV 05 2015

COMMUNITY DEVELOPMENT
PLANNING DEPT.

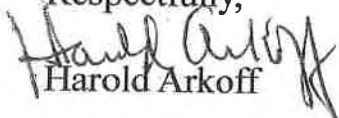
My family and I have lived at 4430 Park Aurora, across the Lake from the proposed project, for over 43 years. We have enjoyed living in beautiful, peaceful Calabasas. I have contributed to the pleasant Calabasas Lifestyle as a founder of the Calabasas Park Homeowner's Association and have served on the board for many years. At present, I am a member of the CPHA government affairs committee. CPHA represents nearly 3000 homeowners in Calabasas. I am also an adviser to the Classic Calabasas Homeowners Commission.

My wife and I, and most of my neighbors are strongly OPPOSED to the Soul/Cycle proposal for the Village at Calabasas based on a drastic lack of sufficient parking, a deeply flawed "Parking Analysis", a disruption of traffic flow on Park Sorrento, an interference in present important public events and facilities, which will all cause a serious LOWERING OF THE QUALITY OF LIFE in our city!

On the attached page I have detailed some of these points. The so-called "study" presented by ATE on behalf of Soul/Cycle is not a true study, but a "manufactured for client" sales presentation. In my working years I was part owner of three radio stations, Radio Stations KGIL, San Fernando Valley and KKKH am and fm San Francisco. I had studied public survey work when I gained my B.A. And M.A. Degrees in Mass Communications from the University of Iowa while working partime for Audience Research Bureau pre-testing survey questions. No such details are presented here as to how they arrived at their parking needs except by assumptions which defy logic and contain gross omissions and errors.

Please deny approval for this project which will drastically distract and disrupt our present pleasant Calabasas Lifestyle.

Respectfully,


Harold Arkoff

PAGE 1

MANY REASONS TO DENY APPROVAL OF SOUL/CYCLE PROJECT

1. BIG SHORTAGE OF PARKING SPACES;

The proposal calls for only 18 to 28 spaces for parking. Each class is 45 minutes long and has 56 students. That means 1 space for every two students which assumes ALL students come in pairs! NO BASIS IN FACT FOR THIS ASSUMPTION. In addition the next class of up to 56 students could be waiting while the first class showers, changes clothes, cleans up. WHERE WILL THE SECOND CLASS PARK?

PARKING NEEDS; 56 x 2 or up to 112 PARKING PLACES. NOT 18 to 28

2. NO PARKING SPACES ARE PROVIDED FOR 5 STAFF MEMBERS.
3. PATRONS UNABLE TO GET PARKING INSIDE PROJECT WILL OVERFLOW ONTO STREET, BLOCKING TRAFFIC, OR PARKING AT TENNIS CLUB.
4. PARKING SHORTAGE FOR SOUL/CYCLE WILL ADVERSELY AFFECT CITY/CALABASAS PARK HOMEOWNERS ASSOCIATION 4 SUMMER CONCERTS and other big special events at tennis club which already, by themselves, create overflow from the tennis club and on street parking with shuttle service from city hall lot. When SAVVY SENIOR NEW CENTER OPENS no extra parking space will be available.
5. SOUL/CYCLE FACILITY ONLY PROVIDING 2 SHOWERS AND LIMITED LOCKER AND CHANGING AREA FOR UP TO 112 SWEATY CYCLISTS
6. NEW CALABASAS HEALTH & FITNESS CENTER WITH BRAND NEW FACILITIES AND GROUP EXERCISE PROGRAMS JUST OPENED AT CALABASAS COUNTRY CLUB WITH PLENTY OF PARKING. *SEE ATTACHED MATERIAL*
7. NO PROOF that rest of VILLAGE AT CALABASAS doesn't have other, hidden additional parking problems as project has yet to open and further leasing decisions must be made.

There are many other probable parking shortages including parking spaces for workers in project, waiters, parking attendants, repairmen, cleaning crews, visitors and countless other people who will come and go taxing the limited parking space available in the complex.

The Village at Calabasas was touted as an Upscale development for affluent people wanting to downsize into luxurious surroundings and enjoy the beauty and serenity of everything that Calabasas has to offer. THE SOUL/CYCLE PROJECT SIMPLY DOESN'T BELONG HERE, IN THIS LOCATION.

DON'T TURN PARK SORRENTO INTO ANOTHER VENTURA BLVD.

You Are Cordially Invited To Join

The **Charter Membership** of

CALABASAS **HEALTH & FITNESS** CENTER

RSVP to Tim Kinlen at 818.444.5542
or via email Tim@CalabasasGolf.com
by November 13th, 2015

CALABASAS **HEALTH & FITNESS** CENTER

Greetings,

As a select neighbor, it gives me great pleasure to announce the opening of the Calabasas **Health & Fitness** Center. This limited membership haven of health and wellness has been created to inspire you to lead a healthier more balanced life, all while enjoying the amenities of country club living including dining and social privileges.

The **Health & Fitness** Center features cutting-edge fitness programs, a full group exercise program, state-of-the art equipment, including 14 new pieces of cardiovascular equipment each equipped with its own television, friendly staff and a team of elite personal trainers, MOTIVATORS™, selected because of their high level of education, their proven record of delivering outstanding results and their passion to motivate.

You have been selected to join the Charter Membership of the **Health & Fitness** Center. This phase of Charter Membership will expire on Friday, November 13th. Please RSVP to Tim Kinlen at 818.444.5542 or via email Tim@CalabasasGolf.com and reserve your membership.

Warm regards,

Tim Kinlen
Director of **Health & Fitness**

4515 Park Entrada, Calabasas, CA 91302

Glenn Michitsch

From: Maureen Tamuri
Sent: Tuesday, November 03, 2015 7:01 AM
To: Glenn Michitsch
Subject: Fwd: Planning Commission File No. 150000876

Begin forwarded message:

From: Maureen Tamuri <mtamuri@cityofcalabasas.com>
Date: October 30, 2015 at 8:50:33 AM PDT
To: Michel Jacoby <mjcalab9@gmail.com>
Cc: Elizabeth Parker <eparker@cityofcalabasas.com>, Glenn Michitsch <gmichitsch@cityofcalabasas.com>, Tom Bartlett <tbartlett@cityofcalabasas.com>
Subject: Re: Planning Commission File No. 150000876

Thank you. We will provide this to the planning commissioners. M

On Oct 30, 2015, at 12:12 AM, "Michel Jacoby" <mjcalab9@gmail.com> wrote:

Planning Commission

City of Calabasas

City Hall

Calabasas, CA 91302

Dear

Commissioners:

Re File # 150000876

Please deny SoulCycle's request for a Conditional Use Permit for reasons described in the attached two pages. It will further aggravate the current serious parking problems, on Park Sorrento.

Thank you for your consideration,

Michel N Jacoby

SoulCycle's request for a Conditional Use Permit needs to be opposed for two reasons.

1. **TRAFFIC:** The Avanti development was approved even though it added and astounding 1,646 car trips daily to Park Sorrento. A successful SoulCycle will alone add another astounding 952 car trips.
2. **PARKING:** The Avanti was allowed to put 7% of its parking needs onto Park Sorrento, that's 21 cars, where all parking spaces are occupied (see attached); they are used by previous approved developments. A successful SoulCycle will create a need for another 69 street parking spaces.

TRAFFIC:

SoulCycle will have 56 bikes and classes will be 45 minutes long. If all bikes are used and each user comes in one car, that's 56 cars every 45 minutes. Class are from 5:30am to 10:00pm, which could produce 17 spinning classes. $56 \times 17 = 952$ extra daily trips on Park Sorrento. The original approved 8,000sf Sit-Down Restaurant space produced 1,107 daily trips. SoulCycle in just 2,140sf of that space could produce 952 daily trips. That's not including their staff.

PARKING:

- **Parking Needed: = 133 spaces (112+21)**
 - **SoulCycle's Class** start as early as 5:30am. There will be 56 cars from the first 45 minute class and another 56 from next 45 minute class, continuing all day. Total parking need = **112 cars.** (56+56)
 - **The Avanti** was given a 7% reduction in required parking space. Giving that reduction gets rid of parking spaces but not the cars. It puts those cars onto public streets, in this case Park Sorrento which is **21 cars.** (7% x 300)
- **Parking Available: = 64 (0+64)**
 - **STREET Parking:** There are approximately 40 street parking spaces. Because previous developments lack adequate parking spaces those street spaces are fully occupied by people who work in those earlier developments. **Street parking = 0**
 - **Avanti subterranean:** They tell us there are 86 parking spaces underground. But 13 are "Revered Open Spaces", 2 "Reserved for Residential Guests" and 7 are "leased" totaling 22 that are not available. **Subterranean space= 64** (86-22)
- **Result: Shortage of 69 parking spaces.** (133-64)
 - The employees of the surrounding offices will have no place to park since SoulCycle clients start arriving at 5:30am and will take up all street parking.
 - All other visitors to the buildings restaurants and other tenants' throughout the day will have no place to park. All available parking spaces, on the Street and subterranean will be used by SoulCycle clients. Since there are only 40 spaces on the street 29 (69-40) of the SoulCycle clients will have no place to park. **Mike**

Note: To comply with present approval, SoulCycle would need to decrease the number of bikes from 56 to 17. $((2,140 \times 1,107) / 8,000 \times 56) / 952 = 17.41$



Planning Commission

City of Calabasas

City Hall

Calabasas, CA 91302

Dear Commissioners:

Re File # 150000876

Please deny SoulCycle's request for a Conditional Use Permit, it will only further aggravate the expected serious traffic problems, due to this project, along with the currently terrible parking problems on Park Sorrento.

They have not presented a traffic study, possibly for good reasons. A flow of 56 cars every 45 minutes, from 5:30am to 10:00pm, produces 16 spinning classes and 896 extra daily trips on Park Sorrento. The original 8,000sf Sit-Down Restaurant approved for this area produced 1,107 daily trips. Just this 2,140sf spinning gym produces almost 900 daily trips. That's not including the staff.

SoulCycle's customers, that come early, will take over all the parking spaces on the street, now used by the employees of the surrounding offices. Few people prefer to drive down into two levels of underground parking. Where will those workers park? The parking spaces on Park Sorrento in that area are full every day.

Though you have been presented with a parking study, simple logic discloses its inadequacies. Worst case, every hour there will be 56 cars from the class presently spinning and 56 cars belonging to those coming to prepare to spin. That creates a need for 113 parking spaces. The only place the study considers they will park is in the underground parking structure, that holds 86 cars but 22 are reserved leaving 64 parking spaces. (That's assuming they all still exist, for that structure is in a liquefaction zone and they had to prevent one basement wall from fall in with special supports that went out into the parking area). That's 64 parking spaces for 113 cars.

Michel Jacoby

23344 Park Sorrento

Calabasas, CA 91302

mjcalab@msn.com

Glenn Michitsch

From: brubachco@aol.com
Sent: Tuesday, October 13, 2015 11:13 AM
To: Glenn Michitsch
Subject: dissatisfied neighbor about Avanti/Soulcycle

Hello,

Would like to add my support for denying Soulcycle to Avanti, how can I add it under the public correspondence section.

Thank you very much.

Dissatisfied Neighbor on Park Mirasol

Glenn Michitsch

From: Gerald Kirshbaum <gerry66@aol.com>
Sent: Wednesday, November 04, 2015 4:12 PM
To: Glenn Michitsch
Subject: SOUL CYCLE FOR PLANNING COMMISSION MEETING THURSDAY NOV. 5, 2015, HOME OWNER COMMENTS

NOVEMBER 4, 2015

Subject: Re: SOUL CYCLE HOME OWNER COMMENTS

TO: THE PLANNING COMMISSION AND ITS MEMBERS

This letter is a compilation e mails and letters from the homeowners in Calabasas Park (Classic Calabasas) , also referred to by the city as Zone 7. I would first like to say that I am a homeowner on the corner of Park Mirasol and Park Sorrento for the past 16 years. One of the closest houses to this proposed business. The issues of increased traffic, 50 to 100 cars per hour, congested parking on the street, at the tennis center and on Park Sorrento and Park Mirasol due to the lack of parking spaces, the possible noise from the loud music, and the increase potential for accidents, is a major concern to me and my neighbors. This is a far cry from what was originally proposed, a quiet subdued restaurant. This proposed application should be rejected.

DR. GERRY KIRSHBAUM,
RESIDENT AND PRESIDENT OF THE CLASSIC CALABASAS PARK COMMISSION and CPHA BOARD MEMBER

HAROLD ARKOFF WROTE:

The SOUL CYCLE application is coming up at the Planning commission meeting November 5 which is ahead of the CPHA meeting. this is the important meeting that CPHA has to comment now, or forever hold your peace. this is a terrible business for this location. CPHA should object in WRITING and, if possible in person. Protect the residents of this area against this development.

Harold

IN A NOTE FROM BRUCE AUERBACH

makes perfect sense, how can the board represent ours interests if they dont have all the info.

perhaps gerry can circulate an email to the board expressing concerns over this,
Bruce

SUE SILVER WROTE

Dear Planning Commission,

As a 20 year homeowner on Park Mirasol, CPHA Board member, and local REALTOR for over 40 years, I vehemently oppose the approval of the Avanti site on Park Sorrento for the Soul Cycle business.

Daily I put up with overflow parking of cars on Park Mirasol for people headed to the Calabasas Swim and Tennis Club on Park Sorrento. They deposit trash on the sidewalk and streets once they get out of their cars. The cars are parked bumper to bumper at all times of the day and evening. There is not currently sufficient parking to satisfy the current needs of the members of the Tennis and Swim Club, not to mention adding large traffic numbers, as many as 50 per hour, to the 10 hours a day use of the Avanti Site for a Cycle Center

I strongly recommend their request be denied and they search for a better location which will not adversely affect residents and local businesses.

Thank you for your consideration.

Sue Silver
4690 Park Mirasol
Calabasas, CA 91302

DR. ADRIENNE BRENT WROTE

Hi Richard,

Thank you for continuing with our fight on this project.

I understand what you are saying and understand that you want to have all the facts. However, short of somebody building a parking structure, which is not going to happen, there is no justifiable reason to put this club on our small already overly congested residential street. I can promise you it will be a traffic nightmare.

I cannot imagine any scenario that they can come back with that can ever justify this invasion.

They need to rethink going back to the commons and not invading our neighborhood.

Please keep in mind that not only will the 50+ cars becoming each hour but there will be cars coming for the next hour so we will have double traffic with people just driving around looking for a parking place.

I see no problem with postponing the hearing, however we need to stand strong and not let them double talk us into excepting this huge problem.

We must remain strong.

Please do all you can do to prevent this Spin center disaster from further ruining our neighborhood!!
Please remember, NO Residents want this to happen!!

Thank you for your help on this very disturbing issue!
Adrienne Brent

A NOTE FROM DR. JACOBI

If anyone is interested, attached is a total rewrite disclosing errors in the ATE's parking analysis. The Planning Commissioners may or may not care about written public comments but would it hurt if they received what is said in this document or some modification of it from the CPHA

Mike

The simplest approach to Soul Cycle is by asking one questions based on what the City Planning Staff said: "The analyses demonstrate that the provided parking supply exceeds the parking demand..."

This is what the analysis demonstrates:

1. Health/Fitness Club (Table 5) - Shows 18 Required Parking Spaces.
2. Studio/Retail (Table 6) - Shows 28 Required Parking Spaces.

Question. How does 18-28 spaces meet the demand of 56 to 112 cars not including staff?

HOWEVER, THIS WAS ANALYZED BY DR. JACOBI, AND IT MAKES GOOD SENSE. SEE THE SECOND ATTACHMENT

I HAVE ATTACHED THE REPORT, THE ATE PARKING ANALYSIS FOR THE SOUL CYCLE. SEE THE FIRST ATTACHMENTS WHICH WAS SUBMITTED IN FAVOR OF THIS PROJECT.

Reg: Sept. 14, 2015 -ATE PARKING ANALYSIS FOR THE VILLAGE AT CALABASAS PROJEXT, CITY OF CALABASAS -15055L02

The ATE Parking analysis attempts to show there are enough parking spaces for SoulCycle's operation but fails to do so. Its calculations are based on Health/ Fitness Club and Studio values which don't apply to SoulCycle's unique operations.

This analysis's computation are not only inaccurate but are based on false assumption.

1. They falsely assume that two customers will come in each car which rarely happens at the Calabasas Tennis and Swim Center. How can 28 parking spaces be enough for even 56 cars?

2. They incorrectly assume that 56 customers park, cycle for 45 minutes then leave, making their parking spaces available for the next class. Classes are 45 minutes, and while they cycle and then prepare to leave, the next class will arrive, park and prepare for the next class. ATE shows a maximum of 29 spaces certainly not adequate for 112 cars.

Please note, their computations fail, as they do in this whole development. The Developer has said "The target buyer for the Village condominiums includes affluent people that desire a luxury home as an alternative to a larger single-family home lifestyle, as well as buyers looking for hotel-like living space, with upscale amenities, along with low maintenance requirements." (New Home Company 10/2014 Quimby fee reduction justification analysis) Obviously these residents will be large consumers of services. Parking analysis has not included staff. Where are all the parking spaces set aside for all the people who provide the services (aids, maids, maintenance, repair, and delivery) in the ATE parking analysis? One has to ask who the 7% (21 cars) share with when all parking is reserved? Why was a 5.43 acre project allowed to be built on 4.33 acres? To us this whole project appears to be a traffic congestion and parking disaster in development.

DR. ADRIANNE BRENT ALSO WROTE:

1. If noise is a potential problem that has to be included. If parking spilling out on residential streets as Park Mirasol or the Tennis and Swim Club, that has to be included. If parking on Park Sorrento is already saturated, that needs to be included.
2. If possible unwanted trespassing on the Lake, that has to be included. If the square footage of the gym might be too dense for the number of bikes; that has to be included.
3. If CPHA or Zone 7 Classic commission did not have time to review the traffic report, that needs to be included.
4. If the hours that are proposed for operation, that needs to be included too. If the bikes are visible to the street and are incompatible with the aesthetics of the neighborhood that has to be included., if lighting is a problem, that needs to be included. etc.
5. If a possible jump in crime, that has to be included.
6. If signage is going to be a problem that has to be included. I am not really qualified to chime in with a shoot from the hip 2 cents.
7. I predict more variances are inevitable, and unless something changes, they will be approved unchallenged by CPHA

This letter to be sent on behalf of our CALABASAS PARK CLASSIC Commission and members of CPHA.

Sincerely,

Dr. Gerry Kirshbaum

Glenn Michitsch

From: Kali Turja <Kali.Turja@playboyplus.com>
Sent: Tuesday, December 08, 2015 10:17 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: SOUL in CalaBADASS

Please bring Soul to calabasas, there's a community there just waiting to tap back!

Kali Turja
Director of Adult Affiliate Sales



Office: 323.276.4011
Fax: 323.276.4504
Cell: 310.795.9207

This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than an intended recipient is unauthorized. If you received this e-mail in error, please advise me (by return e-mail or otherwise) immediately. Ce courrier électronique est confidentiel et protégé. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie de ce message ou des renseignements qu'il contient par une personne autre que le (les) destinataire(s) désigné(s) est interdite. Si vous recevez ce courrier électronique par erreur, veuillez m'en aviser immédiatement, par retour de courrier électronique ou par un autre moyen.

Glenn Michitsch

From: Anji Rabadi <arabadi44@aol.com>
Sent: Tuesday, December 08, 2015 10:23 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Calabasas Soul Cycle

To whom it may Concern,

It would be awesome to open a soul cycle Calabasas, I actually contacted you all to franchise and the location I had in mind was Calabasas! Can't wait to have you all in our neighborhood!

Sent from my iPhone

Sent from my iPhone

Glenn Michitsch

From: Wayne Pepper <wayne@waynepepper.com>
Sent: Tuesday, December 08, 2015 10:32 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas

Love Soul Cycle!
Would love to see it in Calabasas!

Wayne Pepper
25738 Punto De Vista Drive
Calabasas

Wayne Pepper
[Wayne Pepper Consulting](#)
wayne@waynepepper.com
310-984-1115



my most recent HuffPo [article](#)



passion+focus=brilliant results

Glenn Michitsch

From: Lexi Wyshak <lexi.wyshak@gmail.com>
Sent: Tuesday, December 08, 2015 11:08 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: SoulCycle

Hello,

My name is Lexi Wyshak and I'm a Calabasas resident currently attending Pepperdine University in Malibu, Ca. The city of Calabasas is home to many people who LOVE SoulCycle and everything that it's about. Calabasas is in desperate need of a SoulCycle because it would encourage physical activity, bring the community together, and add another great business to the Calabasas suburb. Please take this into consideration and bring SoulCycle to Calabasas!

Lexi Wyshak

Glenn Michitsch

From: Jason Hoffman <jason@loungefly.com>
Sent: Tuesday, December 08, 2015 11:37 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: FW: SHOW YOUR SUPPORT FOR SOULCYCLE IN CALABASAS

Took a class in San Fran and it was awesome! I would love a Calabasas location preferably next to Gelson's !!!

Thanks

----- Forwarded Message -----

From: SoulCycle <soul@soul-cycle.com>

Sent: Tuesday, December 8, 2015 10:00 AM

Subject: SHOW YOUR SUPPORT FOR SOULCYCLE IN CALABASAS



SOULCYCL

Good Morning SoulCyclists,

At SoulCycle, community is everything to us. We listen to our riders obsessively – in our studios, on email and through social media —and we work hard every day to respond to your feedback and meet your needs. When you ask us to bring SoulCycle to your community, we pay attention. That's **why we're focused on bringing the cardio party to our passionate community of Calabasas riders in 2016!**

Our next step is to meet with the Calabasas Planning Commission, and we want to demonstrate the impact SoulCycle has had on our riders and the communities where we operate. So **if you'd like to see SOUL in Calabasas, or you want to share your SoulCycle experience with the Calabasas community, we'd LOVE to hear from you!** Just send an email (it can be as short as two sentences!) to YourSoulMatters@soul-cycle.com and be sure to copy Calabasas Planner Glenn Michitsch (gmichitsch@cityofcalabasas.com) by Monday, December 21.

If you'd like to come show your support in person, feel free to join us for an information session in Calabasas on Wednesday, December 16 at 7:00 PM at Founders Hall (100 Civic Center Way, Calabasas, CA 91302). Email Zoe Kasiske at zoe.kasiske@soul-cycle.com for details!

And last but definitely not least, we all know the best way to truly "get" SoulCycle is to experience it, so **we're kicking off CALABASAS WEEK in our Malibu studio!** From Tuesday, December 15 through Monday, December 21, we're inviting Calabasas residents to walk in to any class, show an ID or utility bill with their Calabasas address, and tap it back ON US! For more information, feel free to call the Malibu studio at (310) 973-7685.

Thank you for your help, your support and your SOUL.

See you on a bike,
SC



Share this email:



[Manage](#) your preferences | [Opt out](#) using TrueRemove™
Got this as a forward? [Sign up](#) to receive our future emails.
View this email [online](#)

609 Greenwich St
New York, NY | 10014 US

This email was sent to n_lazarou@yahoo.com.
To continue receiving our emails, add us to your address book.



Glenn Michitsch

From: Jordan Silverman <jordanmarisasilverman@gmail.com>
Sent: Tuesday, December 08, 2015 11:12 AM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul in Calabasas!

To whom this may concern,

Opening a SoulCycle in Calabasas would greatly improve my quality of life! Anytime I want to ride, I have to drive from Woodland Hills to Beverly Hills - a 45 minute drive there AND back for a 45 minute class! Please allow the valley to have our own studio!

Thank you,
Jordan Raff

Sent from my iPhone

Glenn Michitsch

From: SoulCycle Customer Service <yoursoulmatters@soul-cycle.com>
Sent: Tuesday, December 08, 2015 12:21 PM
To: Jodie Katofsky
Cc: Glenn Michitsch
Subject: Re:

Hi Jodie,

This is Mary from SoulCycle Customer service. We so appreciate you taking the time to email us and for your support of SoulCycle! We would love to have a SoulCycle Calabasas and bring more SOUL to the people! We will definitely pass along your email to our team. Thank you so much for your email and feel free to email us here if you need anything!

See you on a bike,
Mary and SC

On Tue, Dec 8, 2015 at 2:39 PM, **Jodie Katofsky** <jodie@katofsky.net> wrote:
would like to see soul cycle in calabasas

--

YOURSOULMATTERS

.....

SOULCYCLE

609 GREENWICH STREET

NEW YORK, NY 10014

yoursoulmatters@soul-cycle.com

www.soul-cycle.com

[Facebook](#) [Twitter](#)

[Soul Careers](#)

Glenn Michitsch

From: Sharon Salem <sharonsalem@gmail.com>
Sent: Tuesday, December 08, 2015 11:40 AM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Bring SoulCycle to Calabasas!!

It would be so so great to have a SoulCycle in Calabasas so we no longer have to commute to other locations!

Thank you!!!

Glenn Michitsch

From: Francesca Gettings <francesca18@mhs-la.org>
Sent: Tuesday, December 08, 2015 12:51 PM
To: Glenn Michitsch; YourSoulMatters@soul-cycle.com
Subject: Soul Cycle Calabasas!

Hi,
My name is Francesca and I would just like to start by saying I LOVE SOULCYLCE! I feel that it would be great to add a Soulcycle Calabasas because it will help the community stay active and help them to have a mindset of positivity. This is exactly what soulcycle in Malibu has done for me, everyday I'm excited to workout and go see my soul fam! I really hope my input helps.

XOXO
Francesca

Glenn Michitsch

From: VeraDDS@aol.com
Sent: Tuesday, December 08, 2015 11:38 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: excersize in Calabasas

To whom it may concern,
I am in favor of bringing SoulCycle to Calabasas. Great way to stay fit!
Vera Stewart

Glenn Michitsch

From: Michelle Pace <vmpace@pacbell.net>
Sent: Tuesday, December 08, 2015 12:04 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle coming to Calabasas

My name is Michelle and I have been a resident of Calabasas for over 15 years. I am 47 years old and started at Soul Cycle in July. I can only say I wish I had started sooner. Soul Cycle does not just offer an amazing workout, which it does, but it also offers a sense of being part of an uplifting group of people. The classes are amazing and the instructors are even more amazing!! Unfortunately I am only able to go once a week because I own a business in Chatsworth and can only get to the Malibu studio on the weekends. When I heard that Soul Cycle was coming to Calabasas I was very excited. I would go to Soul Cycle three times a week if it was closer, which now it will be. Soul Cycle will be an amazing addition to Calabasas. It is not just a place to work out but it offers an uplifting sense of community which will be a great addition to the Calabasas community.

Glenn Michitsch

From: Kathryn Wright <kathrynwright.ua@gmail.com>
Sent: Tuesday, December 08, 2015 1:15 PM
To: Glenn Michitsch; yoursoulmatters@soul-cycle.com
Subject: SoulCyle in Calabasas!

I'm writing to put my request in for a SoulCycle in Calabasas. There's not a location in the valley yet and I'm not sure why! Having a location in Calabasas would greatly limit my travel distance, I could have friends join me and it wouldn't take half of the day to trek to Santa Monica and back just to get a workout in. SoulCycle is an amazing, upbeat and fun workout that I absolutely love.

Here's to hoping I see a location in Calabasas very soon!

Thank you,
Kathryn Wright

Glenn Michitsch

From: teddi gilderman <teddi.gilderman@aol.com>
Sent: Tuesday, December 08, 2015 1:20 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas

Even though I've gotten used to the beautiful drive from Calabasas OVER Malibu Canyon to the Malibu Soul Cycle, I would be able to go so much more if there was a Soul Cycle in Calabasas. In fact, I'm surprised there isn't one here already?! Surprised and puzzled because every class I go to in Malibu is probably 1/2 filled with Calabasas residents who also share my feeling that as much as they enjoy seeing the ocean when they come over, they'd much prefer to go right down the street and they would go much more right down the street.

My own personal journey with Soul Cycle has been amazing! I have nothing but the most heartfelt love towards my Soul Family (Tina, Franz, MB, Briana, Lily, et. al) and you can see HOW and WHY if you read my story. Please click on the link below and see why I am and will always be truly and deeply grateful for Soul Cycle.

After reading, please put my vote in for a calabasas Soul Cycle asap!

thanks,

Teddi Gilderman

<https://www.soul-cycle.com/community/soul-story-teddi-gilderman/1372/>

Glenn Michitsch

From: Lindsay Strull <lindsaystrull@yahoo.com>
Sent: Tuesday, December 08, 2015 3:43 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas

To Whom it May Concern,

I am a huge supporter of Soul Cycle coming to Calabasas! I was born and raised in Calabasas and am a current resident with my young family. Soul Cycle is a wonderful company that prides itself on supporting its communities including local schools, sports and charities. It will encourage and foster our young, active community along with providing a fun place to exercise! This is the kind of business we want in our community.

Best,
Lindsay Strull

Sent from my iPhone

Glenn Michitsch

From: Spencer Strull <spencer@airelectro.com>
Sent: Tuesday, December 08, 2015 3:49 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas

Hello,

When I heard Soul Cycle was planning a move to Calabasas I was ecstatic. Aside from the great workout that Soul Cycle offers, I know they give back quite a bit to the communities they are in, and additionally draw such a large/broad group of people to their classes, that I am confident other local businesses will gain from their presence in our town. Please do what you can to get Soul Cycle to our Community! Thank you,

Spencer Strull
Business Development Manager

Air Electro. Inc.
Electrical Connectors, Contacts & Accessories
Office: 818.407.5400 x 238 | Cell: 818.692.5400 | Fax: 818.407.5460
9452 De Soto Avenue | Chatsworth, California | 91313-2231 spencer@airelectro.com | www.airelectro.com

P Please consider the environment before printing this e-mail.

This email may contain information that is confidential or attorney-client privileged and may constitute inside information. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges.

Glenn Michitsch

From: LINDSEY GREENBERG <lindseyag@gmail.com>
Sent: Tuesday, December 08, 2015 4:11 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul-cycle calabasas

I would really love to see soul-cycle come to the calabasas neighborhood! I really love soul-cycle, but have to travel from the valley to Santa Monica or Malibu to take class. Having it in the neighborhood would be amazing.

Thank you,
Lindsey Greenberg

Sent from my iPhone

Glenn Michitsch

From: Cheryl Graber <cgraber01@gmail.com>
Sent: Tuesday, December 08, 2015 4:12 PM
To: YourSoulMatters@soul-cycle.com; Glenn Michitsch
Subject: SoulCycle in Calabasas

Hi,
I would LOVE LOVE LOVE to have SoulCycle in Calabasas!
Thanks
Cheryl Graber

Glenn Michitsch

From: Journey Heaton <journeyheaton@gmail.com>
Sent: Tuesday, December 08, 2015 4:41 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: SoulCycle Calabasas

Hello,

I'm writing to you because I find it very important to have a SoulCycle location in Calabasas. I live in West Hills, which is only 5 minutes away from Calabasas and I would be able to attend a lot more classes if there was a location closeby. I love SoulCylce but sometimes fighting through traffic just to get to a class can be deterring. Please add a Calabasas location!

Thank you,
Journey Heaton

Glenn Michitsch

From: Muriel Greenberg <smalgg@aol.com>
Sent: Tuesday, December 08, 2015 4:44 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle Calabasas

I travel quite a distance to get to Soul Cycle Malibu or Santa Monica. I live in the west valley and a Soul Cycle Calabasas would be incredible! I think Calabasas is a great neighborhood for a Soul Cycle. Please consider this location.

Thank you.

Muriel Greenberg

Sent from my iPhone

Glenn Michitsch

From: McAuley Cahill <mcahill416@gmail.com>
Sent: Tuesday, December 08, 2015 4:50 PM
To: YourSoulMatters@soul-cycle.com; Glenn Michitsch
Subject: SHOW YOUR SUPPORT FOR SOULCYCLE IN CALABASAS

Hello!

Would LOVE for a soul cycle to be put in Calabasas (as a resident of Westlake Village, it would be wonderful to have something nearby.

Glenn Michitsch

From: Karen Roeb <kroeb@sbcglobal.net>
Sent: Wednesday, December 09, 2015 8:54 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle Calabasas

As a dedicated 3-4 time a week rider, I 100% endorse the opening of a Soul cycle in Calabasas! The community base it promotes would be a welcome addition to the businesses already here in the city.

Karen Roeb
Calabasas Resident since 1988
24611 Vista Cerritos
Calabasas
818-438-3755

Glenn Michitsch

From: Hilary Roeb <hilybily1230@aim.com>
Sent: Wednesday, December 09, 2015 9:07 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Calabasas Soulcycle

Good morning!

I am writing to you about the potential Soulcycle opening in Calabasas. I have been a rider for over a year and a half now with my first class being in Malibu. Since then, i have taken classes in West Hollywood, Brentwood, Santa Monica, and Beverly Hills. Needless to say, Soulcycle is an addiction.

The staff and instructors play a major role, but the community and pack is what brings the overwhelming energy and spirit out in people. My life has changed drastically since becoming a rider at soul. I've lived a healthier lifestyle, have made new friends, and have had a positive outlook on life and on working out.

Opening up a Soulcycle in Calabasas would benefit many people within the community, and it would add to a new pack that rides along all others across the nation!

I hope this gets approved! Thank you for taking the time to read this email!

Best,

Hilary

Glenn Michitsch

From: olivia pepper <ogpepper@gmail.com>
Sent: Wednesday, December 09, 2015 9:59 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: SoulCycle Calabasas

Hi,

I'd love to see a Soul in Calabasas. i've had a wonderful experience doing Soul with friends and coworkers in various locations and I think that a Calabasas location would serve the community well.

Best,
Olivia Pepper

Glenn Michitsch

From: Marni Scheiner <marni0704@gmail.com>
Sent: Friday, December 11, 2015 7:49 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: soulcycle calabasas

Dear Mr. Michitsch and SoulCycle,

I joined the SoulCycle family a little over a year ago when I was living in Pasadena. SoulCycle is such an important part of my life. After moving back to Calabasas this past February, I tried to find an exercise class that was not only as physically challenging, but also as emotionally inspirational. I was unable to find a class up to par with SoulCycle in calabasas, nor in the neighboring cities (ex. Tarzana, encino, Sherman oaks). As a result, I have been commuting to the Malibu and Santa Monica locations, but have always thought why doesn't SoulCycle come to Calabasas? One of the main things I love about SoulCycle is its emphasis on bringing everyone together toward a collective goal of being physically and emotionally stronger and healthier. Calabasas would greatly benefit from having SoulCycle bring the community even closer while promoting a positive lifestyle outlet. Many of my friends, colleagues, and family members have expressed an interest in SoulCycle, but simply have not been able to travel as far to any of the current locations. I have no doubt this will be an amazing addition to an already amazing city. I just hope that when there is a new studio in Calabasas... It will have enough bikes to meet the demand!

Thank you,
Marni Lee

Glenn Michitsch

From: Erika Nelson <erikarn1@gmail.com>
Sent: Saturday, December 12, 2015 9:05 PM
To: Glenn Michitsch
Cc: yoursoulmatters@soul-cycle.com
Subject: Soul Cycle in Calabasas

Hi Glenn,

I am a long time resident of the city of Calabasas and wanted to voice my support for the proposed Soul Cycle in Calabasas. As a registered nurse as well as a masters prepared public health profession, I understand all too well the powerful effect of the "built environment" and the role it play ones health.

I've attended many classes at the Soul Cycle in Malibu ever since it opened its doors in 2014. I'm a strong proponent of their philosophy--the pack mentality and how you accomplish so much more when riding together--as part of a community. I believe the community focus and awareness won't stay within the studio walls but will filter throughout the Calabasas community and be beneficial not only for its riders but to the Calabasas residents in general.

The positive and empowering Soul Cycle energy will be great for the community and I hope that you'll support this wonderful addition to our Calabasas family!

Many thanks,

Erika Nelson

Sent from my iPhone

Glenn Michitsch

From: Crista Aladjajian <crista@teamwolverine.com>
Sent: Tuesday, December 15, 2015 1:02 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Calabasas SOULCYCLE

I am writing on behalf of the entire corporate operations team for SunLife Organics, including the owners Khalil Rafati and Hayley Gorcey. We believe that there is absolutely no better workout concept on the planet than Soul Cycle. They exemplify what an organic, sustainable business is, which deeply inspires us to adopt many of their own practices as our own. We are proud to call them partners and friends.

The only thing Soul Cycle does for the health and wellness industry in any community they open in is enhance it. Imagine droves of locals waking up and taking a class at Soul Cycle, walking over to SunLife Organics for a green juice or superfood smoothie, and stopping by lululemon for some quick retail therapy, all before noon. We've got ourselves an epicenter for self-improvement and well-being. Imagine kids getting out of school and rushing over to take their favorite teacher's afternoon class instead of being glued to their computer or iPad screens. Their mantras, "Rockstar. Legend." etc. are exactly the types of mantras we want our youth exercising to. This generation is devastated by cyber-bullying, photo-filters to hide your flaws, and instant gratification. These classes could be a cure and could drastically improve the quality of life for our youth. From what I've experienced (I go to Soul Cycle at least twice a week), these classes are designed to boost confidence while motivating the rider to work hard for the result they deserve. Cycling is the vehicle for the journey, but the journey itself is the moving meditation guided by their skilled instructors. Our employees all receive complimentary classes from the Cross Creek Malibu location and we highly encourage all of them to take advantage of that exchange because we believe in the positive effect that the experience will have on them. Ever since our team has been receiving complimentary classes, their productivity has increased, their attitudes are better, and our customer service is thriving, all as a result of getting them to exercise regularly.

On a personal note, I was very recently diagnosed with an incurable auto-immune disease that puts me at extremely high risk for debilitating arthritis and lymphoma. I'm currently being tested for cancerous tumors throughout my throat and chest and there are some very high concerns. As someone who is extremely active and obviously quite healthy, it came as a bit of a shock. In fact, it absolutely devastated me. It's not a "pretty" disease. I wear it on my face, on my skin, in my eyes. SunLife Organics is my company. I'm entirely responsible for all of its failures. I owe it to myself, to the owners, and to my staff to make it succeed. We are opening 6 more stores in the next 18 months. Pretty terrible timing to have cancer.

My biggest fear is not that I might die, because I do believe in my own strength, but rather in that I am not going to be able to do my job that I love so much and that I would be holding the company back if this illness got the best of me. After 2 weeks of not having talked to anyone about it and letting this new-found fact try to destroy me, I picked myself up and took Franz's 9:30am Saturday class at the Soul Cycle in Malibu. It was towards the end of the class when we began to "climb" that my eyes began to swell with tears. "I can't", "I'm not good enough", "This is too hard", it all came rushing in, but in a single moment it was all gone. Every doubt, every ounce of fear I had in the midst of all this madness, was pedaled away. I have never felt stronger or believed in myself more than I did in that instant. It sparked a fight within me and a confidence in myself that I don't anticipate will fizzle out any

time soon. I nearly destroyed myself by overthinking something I couldn't control. I owe my emotional and mental health to Soul Cycle. I can't imagine going into the new year with such ambitious goals feeling as amazing as I do, sick or not, without having had that experience.

There is nothing I would love more than to see Soul Cycle continue to have this kind of positive influence on as many people as they can possibly reach. This incredible company is sure to become the heart and soul of every community they ever chose to be a part of, and we should do absolutely everything in our power to make that possible.

--
Crista Aladjajian | SunLife Organics

Vice President of Operations

(928) 542-8386

Glenn Michitsch

From: Laura Lenenberg <laura@teamwolverine.com>
Sent: Tuesday, December 15, 2015 1:31 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle Calabasas

To whom it may concern-

Soul cycle is an absolutely amazing company and any city would be a better place with their existance. Their concept is brilliant, their brand is clean and they are changing people's lives for the better. I am a client at their Malibu location and the sense of peace i feel walking out after a cycling class is amazing. They also do amazing things for the community and promote health a wellness which is lacking in todays world. I think they should open a location at Calabasas without a doubt. There's nothing like it.

--
Thank You,
Laura Lenenberg
Sunlife Organics

"Let food be thy medicine and medicine be thy food"

Glenn Michitsch

From: chelsey moffat <chelseyraemoffat@gmail.com>
Sent: Tuesday, December 15, 2015 10:30 AM
To: yoursoulmatters@soul-cycle.com; Glenn Michitsch
Subject: COME TO CALABASAS!!

Hello!

It would be amazing to have a Soul Cycle in Calabasas! I have never been able to try it because all of them are too far! Best Christmas present ever!!

Thank you,

Happy holidays!

Chelsey

Glenn Michitsch

From: Carly Osder <carly.osder@yahoo.com>
Sent: Tuesday, December 15, 2015 2:53 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch

Soul Cycle would be an amazing business to have in Calabasas. As a whole, Calabasas is a really healthy community and I think if Soul Cycle was part of it we could spread more healthy and happy souls in our community!

Glenn Michitsch

From: Kelly Burson <kellyburson98@gmail.com>
Sent: Tuesday, December 15, 2015 3:25 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Why Soul Cycle belongs in Calabasas

To whom it may concern,

As an employee of Sunlife Organics (Cross Creek location), I have had the luxury of experiencing Soul Cycle before and after shifts, on weekends, after school, and had nothing but great experiences. The atmosphere Soul Cycle gives off is irreplaceable. Personally, Soul Cycle is more than just a spin class. It is like therapy to me. The employees at Soul are nothing but hospitable and treat you like royalty once you really get to know them. With that being said, expanding the company would only bring more of that and I think a Calabasas location would thrive. Especially because Sunlife customers usually double as Soul regulars as well, I think opening in Calabasas would receive nothing but positive feedback.

Best,
Kelly Burson
12.15.15

Glenn Michitsch

From: Akana Ozawa <akana@teamwolverine.com>
Sent: Tuesday, December 15, 2015 3:28 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle Calabasas

Hello! I believe opening a Soul Cycle in Calabasas would be an amazing addition to the community. As part of the Sunlife family, Soul Cycle has been nothing but kind and welcoming to us. Soul Cycle provided so much love, spiritual guidance from the amazing instructors and health awareness. For me personally, whenever I take a class I'm constantly being challenged to my full potential and I always feel lifted and inspired by what the instructors have to say. Even though it may be hard to wake up early in the morning, I never regret taking the class. I really hope a Soul Cycle opens in Calabasas it would do amazingly and bring the community a little bit closer.

--
Akana Ozawa | SunLife Organics
Point Dume Assistant General Manager
(310) 924-4315

Glenn Michitsch

From: Cache Coelho <cache@teamwolverine.com>
Sent: Tuesday, December 15, 2015 3:28 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas! =)

Hi, my name is Cache. I manage an all organic juice bar in Malibu. I regularly go to Soul Cycle in Malibu and wish I had one next to home. I hear that Soul Cycle is trying to open in Calabasas but is having some trouble behind the scenes with the city. Soul Cycle isn't just a business. Maybe on paper. Soul Cycle is where I go to decide how I'm going to better my life for that day. It probably won't make sense unless you've tried it yourself. I am a 26 year old recovering drug addict from Arkansas. I moved to California to better my life 5 years and I've been sober since. The reason I've stayed sober for so long is because I've focused my addiction elsewhere. I'm now addicted to eating healthy, helping others, Spartan Races, Tough Mudders, and Soul Cycle. It would be a shame to deny a Soul Cycle at any location. Thank you for taking the time to read this. Have a great day!

--
Cache Coelho
General Manager
SunLife Organics
Cross Creek, Malibu
[\(310\) 924-4786](tel:(310)924-4786)

Glenn Michitsch

From: Ally Viespi <ally@teamwolverine.com>
Sent: Tuesday, December 15, 2015 3:36 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle in Calabasas

Ally Viespi, 17 years old, Calabasas resident & GM for SunLife:

For me, Soul Cycle is the only kind of workout that's fun. It's the only thing that makes me want to get up and get some exercise. Walking in you see pictures of everyone you know so they do an amazing job of making it feel like a part of the community. Even though it's an individual workout, they create an experience that feels like your doing it together. As the General Manager of SunLife Organics in Calabasas, I can confidently say all our guests and employees would agree that it would add so much value to our city.

--

Ally Viespi
SunLife Organics
(818) 422-7261

Glenn Michitsch

From: Annie Little <annielittle6@gmail.com>
Sent: Tuesday, December 15, 2015 3:54 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: SoulCycle Calabasas

SoulCycle has been a big part of my life these past few months. This company promotes wellbeing, community, and challenge. I usually go to SoulCycle from once to a few times a week, and I always grab a bite to eat or a smoothie afterwards. This presents a unique opportunity for me and my family to spend time together, grow together, and create memories. I believe that this company will bring a lot of traffic to your location, as well as a vibe of well being and general health. Thank you!
Annie Little

Glenn Michitsch

From: Taylor Burns <taylorbazaylor@gmail.com>
Sent: Tuesday, December 15, 2015 9:19 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch

You should open in Calabasas because it is an obvious spot to be in that style of neighborhood. Most people around Calabasas live a healthy life style. There is nothing like Soul Cycle in that neighborhood so it would be perfect! It is a great way to get out and have fun and do something that is out of your daily routine of going to the gym everyday. Opening Soul Cycle in Calabasas would be great for the community as a whole.

Glenn Michitsch

From: Ashten Cormier <ashtentylar@gmail.com>
Sent: Tuesday, December 15, 2015 7:11 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle Calabasas

The first time I was introduced to Soulcycle was about a year ago, while working at Starbucks at the Calabasas commons. A few customers I was assisting were talking about a possible soul cycle moving in right next door, replacing Williams Sonoma. I took interest in their conversation simply because I had been asked numerous times what was going to be built in place of the once empty location (now, renovated Williams Sonoma). The lady explained to me that a Soul Cycle was to take its place and a little more about it. Taking up daily cycling classes at my local gym, I was further interested in this Soul Cycle, and researched it later on that night. I noticed it was an extremely well constructed and impactful company. After watching some videos on their website and reading a few testimonials, I was nearly hooked and ready to find the nearest studio; Until I realized how much classes were, and being a some what in debt college student, at Pepperdine University, I was forced to reconsider, at least for a little while.

About 5 months ago, I began working at SunLife Organics in Malibu, directly across from Soulcycle. Fortunately, I ended up in exactly the perfect place, not only was SunLife an amazing company with quality product and people, as a benefit we were offered FREE SOULCYCLE classes!!!

I have been participating in the life changing company, focusing on motivating each rider to find his or her Soul and reach his or her full potential. Soulcycle has changed my life, and not only physically but the uplifting spirit of the entire staff and instructors remains an inspiring aspect for future businesses worldwide. Soul cycle is amazing and I can honestly say that with the everyday stress and struggles we are all facing today, it is one place you can go and feel absolutely free of all worries and concerns. Because of my unforgettable experience and support I receive at Soulcycle I aspire to become an instructor for SoulCycle in the near future. If it weren't for the people at Soul, and the opportunities through Sunlife, I wouldn't have found a true and genuine passion of mine.

Best Regards,
Ashten T. Cormier

Glenn Michitsch

From: Isabelle Kavanagh <izzyrose21@me.com>
Sent: Tuesday, December 15, 2015 7:41 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soulcycle Calabasas

Hi!

My name is Isabelle Kavanagh and I have been an employee at Sunlife Organics for about a year and a half. I did not know what Soulcycle was previous to working at Sunlife, but once I started going, I was addicted. Until Soulcycle, the only workout I had ever really enjoyed was yoga. I never thought I would so enjoy something that was so challenging, but the way Soulcycle takes a regular spin class and completely transforms is the reason I am so excited to go every single time. The pumping music, the dark lights, and the feeling of everyone around you pushing themselves as hard as you are is a motivation unlike anything else. I love that Soulcycle also adds an arm section and various ab exercises to make it a full body workout, rather than a simple leg workout. Over the summer, I was taking Soulcycle classes about 4 times a week, and I have never been more in shape or felt so healthy and alive than in those few months. I believe everyone in the Calabasas and surrounding communities would benefit from an experience like this, and as for myself, I would definitely attend a Soulcycle closer to Agoura Hills instead of driving to Malibu as I usually do.

Thank you so much and good luck,
Isabelle Kavanagh

Glenn Michitsch

From: Hayley Gorcey <hgorcey@gmail.com>
Sent: Wednesday, December 16, 2015 11:13 AM
To: yoursoulmatters@soul-cycle.com; Glenn Michitsch
Subject: Soul Cycle

Hi,

My name is Hayley Gorcey and I own SunLife Organics, a chain of juice bars located in Malibu, Calabasas and Thousand Oaks. I am writing to express my love and support of Soul Cycle and to say I think it would make an absolutely fantastic addition to the Calabasas community. I tried my first Soul Cycle class when they opened in Malibu and I instantly knew why the brand has become such a phenomenon. It is an enjoyable, social way to get a great workout in and stay active, but it is also a communal gathering place where you get to come together with your friends and neighbors in a really positive, healthy way. I don't drink and I go to bed at 10 o'clock most nights, so to me, this type of opportunity for community gathering is really appreciated. To come together and get your heart rate up, listen to upbeat music, keep each other motivated and inspired by pushing yourself on the bike, hear words of encouragement from your instructor, and then catch up with your neighbors after class, feeling accomplished and ready to take on the day, is 1,000 times more valuable than an outing to some bar or lounge. I will most definitely be a customer of Soul Cycle Calabasas.

Hayley Gorcey
SunLife Organics

Glenn Michitsch

From: Nicole Jamal <nicole.jamal@gmail.com>
Sent: Wednesday, December 16, 2015 2:55 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Potential SoulCylce Calabasas Studio // Nicole Jamal - Calabasas Resident

Hi there,

I'm a Calabasas resident and I am more than excited to hear about the potential opening of SoulCycle in Calabasas! The Calabasas community needs to open SoulCycle Calabasas because it will generate revenue, create community involvement, and promote healthy living for Calabasas residents.

The launch of SoulCycle in Calabasas would be highly successful in generating the city's revenue given SoulCycle's active involvement in local communities. SoulCycle would be a great addition to the City of Calabasas considering their worldwide efforts in promoting a healthy, active lifestyle. The cycling studio will become a destination hot spot where local residents bond in their efforts to stay fit and attract visitors from similar communities.

I've been an active SoulCycle member for awhile and having a studio in my community will make it easier for me and my neighbors to incorporate our fitness routine into our busy schedules. Considering my full-time work schedule, SoulCycle Calabasas will make my health a higher priority because fitness classes will become convenient, considering I will no longer have to commute to the nearest studio in Malibu.

Please at least consider opening SoulCycle Calabasas so that the Calabasas residents have access to fitness programs in our community. Calabasas residents care about their health and we need to make physical fitness studios a higher priority in this community.

Thank you! Hope to hear about this soon!

Nicole Jamal

Glenn Michitsch

From: RILEY price <rileyprice123@icloud.com>
Sent: Wednesday, December 16, 2015 5:33 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul cycle calabasas

Soul cycle is like a yoga class while burning a lot of calories. You get to put your mind in a place where it is only you and the bike and you just go. You leave feeling unbelievably good. About yourself, your own life, others and your own community. I know, for me and my friends, we love going as a group. It brings people together and it brings an energy of love that a community can always use. I love soul cycle and I love their employees and I think they would do great things in our community.

Glenn Michitsch

From: Amy Tamkin <atamkin@roadrunner.com>
Sent: Saturday, December 19, 2015 4:52 PM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Calabasas location

I love soul cycle and was so sad to hear that it didn't open in the William Sonoma space! We need one here! Please Santa bring us a soul cycle!!

Sent from my iPhone

Glenn Michitsch

From: Jesse Conrad <jesse17conrad@gmail.com>
Sent: Tuesday, December 15, 2015 7:34 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Soul Cycle!!

Hello,
I'm writing to show my support for SoulCycle in hopes that the city of Calabasas will accept them into their amazing community. SoulCycle is a wonderful company and has so much to offer. Despite the fact that SoulCycle is an awesome workout, it is also a great community filled with great people who only want the absolute best for you. The SoulCycle family, which I consider myself a part of, wants the best not only in fitness but in life. It builds consistency, perseverance, commitment, hard work and friendships that last. I love SoulCycle and I know the people of Calabasas will too. Being a Calabasas and Agoura Hills resident, I really do hope we can all come one pedal closer to accepting their company.
All the best,
Jesse Conrad

Sent from my iPhone

Glenn Michitsch

From: Kendall Gourlay <kendall@teamwolverine.com>
Sent: Tuesday, December 15, 2015 1:36 PM
To: yoursoulmatters@soul-cycle.com
Cc: Glenn Michitsch
Subject: Friends!

Soul cycle is fun and a great start to a healthy lifestyle. They make it upbeat and positive. Its super easy to want to challenge yourself

Glenn Michitsch

From: Lisa Lehman <lisaalehman@yahoo.com>
Sent: Friday, December 18, 2015 9:22 AM
To: YourSoulMatters@soul-cycle.com
Cc: Glenn Michitsch; Lauren Cozzens
Subject: Fwd: Calabasas Week @ SoulCycle MLBU!

Love Soul Cycle, our whole family does, and we're so glad it's coming to Calabasas! Thank you!

Sent from my iPad

Begin forwarded message:

From: Lauren Cozzens <lauren.cozzens@soul-cycle.com>
Date: December 17, 2015 at 6:04:32 PM PST
To: Lisaalehman@yahoo.com
Subject: Calabasas Week @ SoulCycle MLBU!

Hi Lisa,

Thank you so much for participating in Calabasas Week at SoulCycle MLBU! Hope you had a great ride with us!

If you'd like to see SOUL in Calabasas, or you want to share your SoulCycle experience with the Calabasas community, we'd LOVE to hear from you!

Thanks again for riding. See you on a bike!

Best,

Lauren Cozzens

--

Lauren Cozzens
Field Marketing Manager

SOULCYCLE
8820 WASHINGTON BOULEVARD
CULVER CITY, CA 90232

TEL
CEL 847.494.2699

lauren.cozzens@soul-cycle.com
www.soul-cycle.com
[Facebook](#) [Twitter](#)

Soul Careers



Fwd: Support for Calabasas project

SoulCycle Customer Service <yoursoulmatters@soul-cycle.com>
To: Laura Cox <laura.cox@soul-cycle.com>

Thu, Dec 17, 2015 at 10:30 AM

Hello sweet Laura and Zoe- Ben did not cc Glenn so wanted to send it your way. Thank you!

----- Forwarded message -----

From: **Ben Fruchter** <robariben@gmail.com>
Date: Thu, Dec 17, 2015 at 12:34 PM
Subject: Support for Calabasas project
To: yoursoulmatters@soul-cycle.com

Hi,

As a resident of Calabasas for almost 20 years, I wanted to express my support of the proposed store on Park Sorrento. I think it would be wonderful for our community to have this business there. Please contact me if you need my help and support in getting your approvals.

Thanks,
Ben Fruchter
3738 Paseo Primario
Calabasas, CA 91302

Benjamin Fruchter, President
Jarel Enterprises, Inc.
Woodland Hills, CA
818-222-8112

YOURSOULMATTERS

.....
SOULCYCLE
609 GREENWICH STREET
NEW YORK, NY 10014
yoursoulmatters@soul-cycle.com
www.soul-cycle.com
Facebook Twitter

Soul Careers

Fwd: Soul Cycle in Calabasas

SoulCycle Customer Service <yoursoulmatters@soul-cycle.com>
To: Laura Cox <laura.cox@soul-cycle.com>

Fri, Dec 18, 2015 at 1:17 PM

----- Forwarded message -----

From: **Nico Moore** <nico@teamwolverine.com>
Date: Tue, Dec 15, 2015 at 5:09 PM
Subject: Soul Cycle in Calabasas
To: Yoursoulmatters@soul-cycle.com
Cc: cmichitsch@cityofcalabasas.com

Nico Moore, 26, Director of Training & Development for SunLife:
Soul Cycle brings more than a workout class. It turns a community into a family, embraces diversity, and promotes fitness. I have personally seen a variety of age groups both older and younger pushing each other. It's all about the *experience* that leaves you a better person than how you first arrived.

—
YOURSOULMATTERS

.....
SOULCYCLE
609 GREENWICH STREET
NEW YORK, NY 10014
yoursoulmatters@soul-cycle.com
www.soul-cycle.com
Facebook Twitter

Soul Careers



CITY of CALABASAS

Community Development Department
 Planning Division
 100 Civic Center Way
 Calabasas, CA 91302
 T: 818.224.1600

www.cityofcalabasas.com

Notice of Exemption

To: County Clerk, County of Los Angeles
 12400 East Imperial Highway, Room 2001
 Norwalk, CA 90650

Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, California 95814

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH SECTION 15062 OF THE PUBLIC RESOURCES CODE

Project Title/File No.: 150000876

Project Location: 26750 Agoura Road, in the City of Calabasas, County of Los Angeles.

Project Description: A request for a Conditional Use Permit to establish a spin-focused health and fitness club (Soulcycle) in a mixed-use structure currently under construction located at 23500 Park Sorrento within the Commercial, Mixed-Use (CMU) zoning district. The proposed use will occupy a 2,140 square foot space and conduct spin classes for up to 56 customers. The facility is also proposing ancillary features that include: changing and locker facilities, support facilities (reception, office, storage and laundry), and retail apparel sales.

Name of approving public agency: City of Calabasas Planning Commission

Project Sponsor: Calabasas Village, LP, 85 Enterprise, Suite 450, Aliso Viejo, CA 92656

Exempt Status:

Ministerial (Sec. 21080(b)(1); 15268)

Declared Emergency (Sec. 21080(b)(3); 15269(a))

Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

Categorical Exemption—Section 15301, (Class 1 - Existing Structures)

Statutory Exemptions. Section

Reason(s) why Project is exempt: Categorical Exemption. Section 15301(e) Class 1 - Existing Facilities. The project involves establishing a spin-focused health and fitness club within a tenant space in a mixed-use building currently under construction.

Lead Agency/Contact Person: Glenn Michitsch, Senior Planner, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302.

City of Calabasas Planning Division
Notice of Exemption

Date: February 10, 2016

Signature: _____
Glenn Michitsch

Title: Senior Planner

Phone: (818) 224-1600

Date received for filing and posting: _____



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: DISCUSSION AND RECOMMENDATION ON MEMBERSHIP AND STAFFING FOR THE CALABASAS SENIOR CENTER

MEETING DATE: FEBRUARY 10, 2016

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the recommendation from staff on a membership model and staffing as presented in the staff report for the Calabasas Senior Center. Both a Fee and Compensation Resolution will be brought back at a later date.

BACKGROUND:

At the Council meeting of January 13, 2016 staff brought forward a recommendation on a \$25.00 monthly membership model that had previously been vetted through the Interim Senior Center Advisory Board and the Parks, Recreation and Education Commission. An additional thirteen scenarios were provided as well in order to give Council a clear understanding of revenue that could be generated based upon both fee structure and the amount of people who take out a membership.

After much discussion and public comment Council was under agreement that a membership model should be somewhere between \$0-\$100 annually and asked staff to come back with a recommendation and to also review the operations

budget (in particular the center staffing) that was also presented. Council felt that the staffing of the Center as presented was too extensive and was a major reason for the membership model that was brought forward.

DISCUSSION:

At the direction of the City Council, staff met with the Interim Senior Center Advisory Board on January 20, 2016 and after much discussion the nine members voted on the following:

| | |
|---------------------------------|-------------------------|
| Resident Membership: | \$100 Annually (8-1) |
| Resident Couple Membership: | \$125.00 Annually (9-0) |
| Non Resident Membership: | \$125.00 Annually (9-0) |
| Non Resident Couple Membership: | \$150.00 Annually (9-0) |
| Single Day Use Resident: | \$3.00 (8-1) |
| Single Day Use Non Resident: | \$5.00 (7-2) |

Class/Program Fees: 20% surcharge for Non Residents (9-0)

A membership drive will begin in the spring with membership being offered to residents exclusively for an initial period of 30-45 days after which time a limited number of memberships **may** be made available to non-residents depending upon membership response of our residents.

Staff placed a heavy focus on the operation of the Senior Center the past couple of weeks and called numerous senior centers to find out their staffing structure. Below you will find both the initial operations and staffing configuration that was presented in January and an updated model that reduces personnel and associated costs by \$178,200.00 and also makes staffing of the center cost neutral to the City. It is proposed that by taking two current full time positions in the Department (one of which just became vacant) and reclassifying/retitling them (and moving them to the Senior Center) along with some other minor Department reorganization we are able to reduce \$182,000 of personnel costs from other facilities which is exactly the full time staffing costs for the initial year of the Senior Center.

**Expenditures
Operations and Maintenance**

| 01/13/2016 Council Report | | UPDATED | |
|---|--------------------|---|--------------------|
| Event Insurance | \$3,000 | Event Insurance | \$3,000 |
| Telephone | \$4,000 | Telephone | \$4,000 |
| Office Supplies | \$5,000 | Office Supplies | \$5,000 |
| Special Department Supplies | \$40,000 | Special Department Supplies | \$40,000 |
| Printing | \$20,000 | Printing | \$20,000 |
| Dues and Memberships | \$1,000 | Dues and Memberships | \$1,000 |
| State Required Fingerprints | \$500 | State Required Fingerprints | \$500 |
| Postage | \$3,500 | Postage | \$3,500 |
| Utilities Electric | \$30,000 | Utilities Electric | \$30,000 |
| Utilities Water | \$4,000 | Utilities Water | \$4,000 |
| Utilities Gas | \$4,000 | Utilities Gas | \$4,000 |
| Cable/Sat TV | \$4,500 | Cable/Sat TV | \$4,500 |
| Contract Instructors | \$115,000 | Contract Instructors | \$130,000 |
| Contractual Services | \$25,000 | Contractual Services | \$25,000 |
| Custodial Supplies | \$10,000 | Custodial Supplies | \$10,000 |
| Mileage Reimbursement | \$1,500 | Mileage Reimbursement | \$1,500 |
| Total Operations and Maintenance | \$271,000 | | \$286,000 |
| Personnel Costs | | | |
| Full Time Employees (Manager/Coordinator/Executive Assistant and Maintenance Assistant) | \$370,200 | Full Time Employees (Supervisor and Executive Assistant or Coordinator) | \$182,000 |
| Part Time Employees (Recreation Leaders/Maintenance) | \$ 40,000 | Part Time Employees (Recreation Leaders/Maintenance) | \$ 50,000 |
| Total Personnel Costs | \$410,200 | Total Personnel Costs | \$232,000 |
| Total Expenditures | \$681,200 | | \$518,000 |
| Revenue | | | |
| Membership | \$? | Memberships (Based on 600) | \$68,000 |
| Program/Class Fees | \$200,000 | Program/Class Fees | \$225,000 |
| Rentals | \$20,000 | Rentals | \$20,000 |
| Daily Drop in Fees (Non Members \$7 for Residents and \$10 for Non Residents) | \$7,000 | Daily Drop in Fees (Non Members \$3 for Residents and \$5 for Non Residents) | \$5,000 |
| Tournaments/Socials | \$7,000 | Tournaments/Socials | \$5,000 |
| Total Revenue | \$234,000 | | \$323,000 |
| Total Shortfall | (\$447,200) | | (\$195,000) |

TOTAL SHORTFALL REDUCED BY \$252,200.00

FISCAL IMPACT/SOURCE OF FUNDING:

General Fund 10

REQUESTED ACTION:

It is requested that the City Council approve the recommendation from staff on a membership model and staffing as presented in the staff report for the Calabasas Senior Center. Both Fee and Compensation Resolution will be brought back at a later date.

ATTACHMENTS: None



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:31AM
 Page 1 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|--------------------------------|--------------------------------|--------------------|-------------------------|
| <u>Administrative Services</u> | | | | | |
| 93990 | 1/27/2016 | KRDILYAN/ANNIE// | REIMBURSE EDUC EXPS- FALL 15 | 223.60 | Administrative Services |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 179.48 | Administrative Services |
| 93876 | 1/13/2016 | US BANK | VISA- CITY CLERK ASSOCIATION | 130.00 | Administrative Services |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 60.54 | Administrative Services |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 43.55 | Administrative Services |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 19.10 | Administrative Services |
| Total Amount for 6 Line Item(s) from Administrative Services | | | | \$656.27 | |
| <u>Boards and Commissions</u> | | | | | |
| 93876 | 1/13/2016 | US BANK | VISA- RALPHS | 22.47 | Boards and Commissions |
| Total Amount for 1 Line Item(s) from Boards and Commissions | | | | \$22.47 | |
| <u>City Attorney</u> | | | | | |
| 93890 | 1/20/2016 | COLANTUONO, HIGHSMITH & | GENERAL SERVICES | 21,675.28 | City Attorney |
| 93890 | 1/20/2016 | COLANTUONO, HIGHSMITH & | IZADI | 10,323.60 | City Attorney |
| 93890 | 1/20/2016 | COLANTUONO, HIGHSMITH & | 2015 ANNEXATION | 6,700.00 | City Attorney |
| 93985 | 1/27/2016 | HOPKINS & CARLEY | LEGAL SERVICES | 960.20 | City Attorney |
| Total Amount for 4 Line Item(s) from City Attorney | | | | \$39,659.08 | |
| <u>City Council</u> | | | | | |
| 93917 | 1/20/2016 | LEAGUE OF CALIFORNIA CITIES | MEMBERSHIP DUES 2016 | 8,422.96 | City Council |
| 93876 | 1/13/2016 | US BANK | VISA- APPLE STORE | 1,094.61 | City Council |
| 93996 | 1/27/2016 | LUPIN HILL SCHOOL PFC | HYDRATION STATION DONATION | 300.00 | City Council |
| 93966 | 1/27/2016 | CHAPARRAL PFC | HYDRATION STATION DONATION | 300.00 | City Council |
| 93956 | 1/27/2016 | BAY LAUREL ELEMENTARY SCHOOL | HYDRATION STATION DONATION | 300.00 | City Council |
| 93929 | 1/20/2016 | ROTARY CLUB OF CALABASAS | ANNUAL MEMBERSHIP- M.S. MAURER | 260.00 | City Council |
| 93876 | 1/13/2016 | US BANK | VISA- LOVI'S DELI | 214.50 | City Council |
| 93876 | 1/13/2016 | US BANK | VISA- CALABASAS SELF STORAGE | 184.00 | City Council |
| 93885 | 1/20/2016 | CALABASAS CHAMBER OF COMMERCE | INSTALLATION GALA- 1/23/16 | 100.00 | City Council |
| Total Amount for 9 Line Item(s) from City Council | | | | \$11,176.07 | |





Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 2 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|--------------------------------|--------------------------------|-----------------|------------------|
| City Management | | | | | |
| 93876 | 1/13/2016 | US BANK | VISA- GELSONS | 595.81 | City Management |
| 93876 | 1/13/2016 | US BANK | VISA- TOSCA NOVA | 70.23 | City Management |
| Total Amount for 2 Line Item(s) from City Management | | | | \$666.04 | |
| Civic Center O&M | | | | | |
| 93876 | 1/13/2016 | US BANK | VISA- AB SUPPLY NET | 818.51 | Civic Center O&M |
| 94010 | 1/27/2016 | SOUTHERN CALIFORNIA GAS CO | GAS SERVICE | 760.79 | Civic Center O&M |
| 94010 | 1/27/2016 | SOUTHERN CALIFORNIA GAS CO | GAS SERVICE | 702.28 | Civic Center O&M |
| 93889 | 1/20/2016 | CIRCULATING AIR, INC. | HVAC MAINTENANCE | 558.50 | Civic Center O&M |
| 93889 | 1/20/2016 | CIRCULATING AIR, INC. | HVAC MAINTENANCE | 558.50 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- OCT 15 | 500.00 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- NOV 15 | 500.00 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- DEC 15 | 500.00 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- RITZ PLUMBING | 495.00 | Civic Center O&M |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 410.43 | Civic Center O&M |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 378.85 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- DISCOUNT PRINTING | 359.70 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- OCT 15 | 250.00 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- NOV 15 | 250.00 | Civic Center O&M |
| 93899 | 1/20/2016 | EMERALD COAST PLANTSCAPES, INC | PLANT MAINTENANCE- DEC 15 | 250.00 | Civic Center O&M |
| 94006 | 1/27/2016 | SECURAL SECURITY CORP | PATROL CAR SERVICES- CIVIC CTR | 215.37 | Civic Center O&M |
| 94006 | 1/27/2016 | SECURAL SECURITY CORP | PATROL CAR SERVICES- CIVIC CTR | 215.37 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 88.55 | Civic Center O&M |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 40.26 | Civic Center O&M |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 37.18 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- RALPHS | 28.73 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- EASYKEYS.COM | 21.95 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- HARBOR FREIGHTS | 14.71 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- HARBOR FREIGHTS | 14.70 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- AMTC | 11.67 | Civic Center O&M |
| 93876 | 1/13/2016 | US BANK | VISA- AMTC | 11.66 | Civic Center O&M |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 3.77 | Civic Center O&M |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 3.73 | Civic Center O&M |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 3 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|--|------------|--------------------------------|------------------------------|--------------------|-----------------------|
| Total Amount for 28 Line Item(s) from Civic Center O&M | | | | \$8,000.21 | |
| <u>Community Development</u> | | | | | |
| 93967 | 1/27/2016 | CITY OF BURBANK | IT HOSTING/ TECH SUPPORT | 12,720.00 | Community Development |
| 93976 | 1/27/2016 | ENVIRONMENTAL SCIENCE | ENVIRONMENTAL CONSULTING | 9,039.16 | Community Development |
| 93959 | 1/27/2016 | CALABASAS CREST LTD | R.A.P.- FEB 2016 | 5,922.00 | Community Development |
| 93898 | 1/20/2016 | EDGESOFT, INC. | SOFTWARE MAINTENANCE | 4,000.00 | Community Development |
| 93973 | 1/27/2016 | DAPEER, ROSENBLIT & LITVAK | LEGAL SERVICES | 1,825.80 | Community Development |
| 93876 | 1/13/2016 | US BANK | VISA- CA ONSITE WASTE WATER | 580.00 | Community Development |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 305.98 | Community Development |
| 93977 | 1/27/2016 | FLEYSHMAN/ALBERT// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 93998 | 1/27/2016 | MEDVETSKY/LINA// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 93984 | 1/27/2016 | HENDERSON/LYN// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 94007 | 1/27/2016 | SHAHIR/RAHIM// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 94022 | 1/27/2016 | YAZDINIAN/SUSAN// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 93999 | 1/27/2016 | MILES/AUDREY// | R.A.P.- FEB 2016 | 201.00 | Community Development |
| 93971 | 1/27/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 56.52 | Community Development |
| 93971 | 1/27/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 49.87 | Community Development |
| 93971 | 1/27/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 48.78 | Community Development |
| 93971 | 1/27/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 48.78 | Community Development |
| 93971 | 1/27/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 44.74 | Community Development |
| 93895 | 1/20/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 41.15 | Community Development |
| 93895 | 1/20/2016 | CYBERCOPY | COPY/PRINTING SERVICE | 39.19 | Community Development |
| 93969 | 1/27/2016 | COHEN-CUTLER/ANDREW// | REIMB TRAVEL EXP- CALOTS | 38.98 | Community Development |
| 93876 | 1/13/2016 | US BANK | VISA- VERIZON RETAIL | 32.24 | Community Development |
| Total Amount for 22 Line Item(s) from Community Development | | | | \$35,999.19 | |
| <u>Community Services</u> | | | | | |
| 94009 | 1/27/2016 | SO CA MUNI ATHLETIC FEDERATION | CLASS INSURANCE | 3,991.75 | Community Services |
| 93894 | 1/20/2016 | CUSTOM MAILING SOLUTIONS | POSTAGE | 3,195.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- SAGEBRUSH CANTINA | 2,989.58 | Community Services |
| 93932 | 1/20/2016 | SOUTHERN CALIFORNIA EDISON | ELECTRIC SERVICE | 1,464.96 | Community Services |
| 93975 | 1/27/2016 | ENGEL/ELLIOT// | SAVVY SENIOR PROGRAM | 1,300.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- UNITED WHOLESALE FLOOR | 900.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- DICK'S SPORTING GOODS | 872.00 | Community Services |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 4 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|-----------|------------|----------------------------|--------------------------------|--------|--------------------|
| 93979 | 1/27/2016 | GERTENBACH/LYNN// | RECREATION INSTRUCTOR | 766.50 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- UNITED WHOLESALE FLOOR | 695.47 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- CALABASAS SELF STORAGE | 658.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- MISSION INN | 489.68 | Community Services |
| 94006 | 1/27/2016 | SECURAL SECURITY CORP | PATROL CAR SERVICES- GATES/GRP | 425.68 | Community Services |
| 94020 | 1/27/2016 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES | 388.45 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- MISSION INN | 338.00 | Community Services |
| 93884 | 1/20/2016 | BMI GENERAL LICENSING | MUSIC LICENSE FEE | 336.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- GREEN JUG WINE | 313.66 | Community Services |
| 94003 | 1/27/2016 | RICE/LOUISE// | RECREATION INSTRUCTOR | 278.25 | Community Services |
| 93896 | 1/20/2016 | DEPARTMENT OF JUSTICE | STAFF FINGERPRINTING APPS | 276.00 | Community Services |
| 93897 | 1/20/2016 | DNA ELECTRIC | ELECTRICAL REPAIRS | 261.00 | Community Services |
| 93953 | 1/27/2016 | AT&T | TELEPHONE SERVICE | 258.23 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- 7 ELEVEN | 239.57 | Community Services |
| 94010 | 1/27/2016 | SOUTHERN CALIFORNIA GAS CO | GAS SERVICE | 226.72 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- CALABASAS ARTS COUNCIL | 215.76 | Community Services |
| 93880 | 1/20/2016 | ALLEN/HARVEY// | BASKETBALL/OFFICIAL/SCORER | 200.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- PIER 1 | 193.43 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- COST PLUS | 182.97 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- TOTAL WINE | 175.93 | Community Services |
| 93879 | 1/20/2016 | ALAN-LEE/CRAIG// | BASKETBALL/OFFICIAL/SCORER | 150.00 | Community Services |
| 93914 | 1/20/2016 | KOPSTEIN/STEVE// | BASKETBALL/OFFICIAL/SCORER | 150.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- DIY | 141.02 | Community Services |
| 93934 | 1/20/2016 | TEMME/ROBERT// | BASKETBALL/OFFICIAL/SCORER | 120.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- CEDAR VALLEY PLUMBING | 113.06 | Community Services |
| 93936 | 1/20/2016 | TRI-CO EXTERMINATING CO. | PEST CONTROL SERVICES | 100.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- TRADER JOES | 97.94 | Community Services |
| 93909 | 1/20/2016 | HOWARD/CHELSEE// | BASKETBALL/OFFICIAL/SCORER | 96.00 | Community Services |
| 93958 | 1/27/2016 | BURBANK HISTORICAL SOCIETY | SAVVY SENIOR PROGRAM | 95.00 | Community Services |
| 93921 | 1/20/2016 | MEKJIAN/HENRY// | BASKETBALL/OFFICIAL/SCORER | 90.00 | Community Services |
| 93927 | 1/20/2016 | RICCIO/JOE// | BASKETBALL/OFFICIAL/SCORER | 90.00 | Community Services |
| 93901 | 1/20/2016 | FISHMAN/MICHAEL// | BASKETBALL/OFFICIAL/SCORER | 90.00 | Community Services |
| 93918 | 1/20/2016 | LIPTON/JEREMY// | BASKETBALL/OFFICIAL/SCORER | 90.00 | Community Services |
| 93925 | 1/20/2016 | PORT-A-STOR INC. | STORAGE - LUPIN HILL | 85.00 | Community Services |
| 93925 | 1/20/2016 | PORT-A-STOR INC. | STORAGE - A E WRIGHT | 85.00 | Community Services |
| 93930 | 1/20/2016 | RUBIN/RONNIE// | BASKETBALL/OFFICIAL/SCORER | 81.00 | Community Services |
| 93928 | 1/20/2016 | RIVKIN/MIKE// | BASKETBALL/OFFICIAL/SCORER | 81.00 | Community Services |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 5 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|--------------------------------|----------------------------|--------------------|--------------------|
| 93922 | 1/20/2016 | MONTGOMERY/MICHAEL// | BASKETBALL/OFFICIAL/SCORER | 81.00 | Community Services |
| 93936 | 1/20/2016 | TRI-CO EXTERMINATING CO. | PEST CONTROL SERVICES | 75.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- MALIBU LAUNDRY | 60.00 | Community Services |
| 93883 | 1/20/2016 | BILCHIK/DANIEL// | BASKETBALL/OFFICIAL/SCORER | 60.00 | Community Services |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 54.06 | Community Services |
| 93912 | 1/20/2016 | ISRAEL/BOB// | BASKETBALL/OFFICIAL/SCORER | 54.00 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- TARGET | 53.37 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- STAPLES | 47.88 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- MICHAELS | 47.42 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- OLD NEW YORK BAGELS | 45.94 | Community Services |
| 93953 | 1/27/2016 | AT&T | TELEPHONE SERVICE | 43.62 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- BEST BUY | 42.99 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- ALBERTSONS | 36.22 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- ALBERTSONS | 35.58 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- SEE'S CANDY | 34.05 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- YUM YUM DONUTS | 33.11 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- HOMEGOODS | 32.69 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- YUM YUM DONUTS | 19.98 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- ALBERTSONS | 19.59 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- OFFICE DEPOT | 19.34 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- DOLLAR TREE | 18.20 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 16.10 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- RALPHS | 15.56 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- BED BATH & BEYOND | 10.74 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- TARGET | 1.95 | Community Services |
| 93876 | 1/13/2016 | US BANK | VISA- MICHAELS | -116.92 | Community Services |
| Total Amount for 70 Line Item(s) from Community Services | | | | \$24,229.08 | |

Finance

| | | | | | |
|-------|-----------|-----------------------------|--------------------------|----------|---------|
| 94000 | 1/27/2016 | MUNISERVICES, LLC | SALES TAX COLLECTION FEE | 4,217.97 | Finance |
| 93949 | 1/27/2016 | ADP, INC | PAYROLL PROCESSING | 2,335.93 | Finance |
| 93908 | 1/20/2016 | HDL, COREN & CONE INC. | PROPERTY TAX SERVICES | 1,250.00 | Finance |
| 93878 | 1/20/2016 | ADP, INC | PAYROLL PROCESSING | 927.01 | Finance |
| 93906 | 1/20/2016 | GOVERNMENT FINANCE OFFICERS | CAFR AWARD PROGRAM FEE | 435.00 | Finance |
| 93876 | 1/13/2016 | US BANK | VISA- GFOA | 380.00 | Finance |
| 93908 | 1/20/2016 | HDL, COREN & CONE INC. | PROPERTY TAX SERVICES | 83.33 | Finance |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 6 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|--|------------|--------------------------------|-------------------------------|-------------------|---------------------|
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 76.61 | Finance |
| Total Amount for 8 Line Item(s) from Finance | | | | \$9,705.85 | |
| <u>Klubhouse Preschool</u> | | | | | |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 1,373.77 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 917.96 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- TARGET | 629.69 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- TARGET | 408.93 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- DOTERRA | 377.23 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- MINDWARE | 350.54 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- MICHAELS | 329.43 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- ORIENTAL TRADING CO | 279.73 | Klubhouse Preschool |
| 93953 | 1/27/2016 | AT&T | TELEPHONE SERVICE | 245.23 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- BARNES & NOBLE | 58.83 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- EDWARDS THEATER | 34.74 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- RALPHS | 26.14 | Klubhouse Preschool |
| 93876 | 1/13/2016 | US BANK | VISA- MICHAELS | 19.35 | Klubhouse Preschool |
| Total Amount for 13 Line Item(s) from Klubhouse Preschool | | | | \$5,051.57 | |
| <u>Library</u> | | | | | |
| 93876 | 1/13/2016 | US BANK | VISA- ALEPHOBJECTS.COM | 1,449.60 | Library |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 704.69 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 385.94 | Library |
| 93963 | 1/27/2016 | CANON FINANCIAL SERVICES INC | CANON COPIER LEASES | 252.97 | Library |
| 93910 | 1/20/2016 | HUNDLEY/RENATA// | MAKERBOX GRANT | 152.35 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- BOOKLIST MAGAZINE | 147.50 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- BARNES & NOBLE | 71.81 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- BATTERIES PLUS | 64.50 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- SMART & FINAL | 43.84 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- JOANN FABRIC | 30.09 | Library |
| 93876 | 1/13/2016 | US BANK | VISA- USPS | 18.90 | Library |
| Total Amount for 11 Line Item(s) from Library | | | | \$3,322.19 | |

LMD #22



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 7 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|-----------|------------|------------------------------|-------------------------------|-----------|------------|
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 12,534.21 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 11,891.82 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 5,900.43 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 5,506.49 | LMD #22 |
| 93955 | 1/27/2016 | AZTECA LANDSCAPE | LANDSCAPE MAINTENANCE | 5,478.76 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 4,851.71 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 4,590.39 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 3,963.97 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 3,808.81 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 2,761.88 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 2,257.74 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 2,057.00 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 1,734.00 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 1,279.47 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 1,233.85 | LMD #22 |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 1,195.53 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 954.00 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 831.58 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 749.00 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 710.66 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 666.00 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 550.00 | LMD #22 |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 508.50 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 442.67 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 394.09 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 329.85 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 310.27 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 304.66 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 260.63 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 245.22 | LMD #22 |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 245.09 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 242.15 | LMD #22 |
| 93932 | 1/20/2016 | SOUTHERN CALIFORNIA EDISON | ELECTRIC SERVICE | 149.72 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 145.87 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 124.22 | LMD #22 |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 119.19 | LMD #22 |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 114.80 | LMD #22 |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 8 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|--|------------|--------------------------------|--------------------------------|--------------------|------------------------------|
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 92.20 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 20.05 | LMD #22 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 17.69 | LMD #22 |
| Total Amount for 40 Line Item(s) from LMD #22 | | | | \$79,574.17 | |
| <u>LMD #24</u> | | | | | |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 4,869.43 | LMD #24 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 3,194.12 | LMD #24 |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 400.00 | LMD #24 |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 300.00 | LMD #24 |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 8.20 | LMD #24 |
| Total Amount for 5 Line Item(s) from LMD #24 | | | | \$8,771.75 | |
| <u>LMD #27</u> | | | | | |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 1,115.76 | LMD #27 |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 39.53 | LMD #27 |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 2.05 | LMD #27 |
| Total Amount for 3 Line Item(s) from LMD #27 | | | | \$1,157.34 | |
| <u>LMD #32</u> | | | | | |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 1,844.73 | LMD #32 |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 146.89 | LMD #32 |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 2.05 | LMD #32 |
| Total Amount for 3 Line Item(s) from LMD #32 | | | | \$1,993.67 | |
| <u>LMD 22 - Common Benefit Area</u> | | | | | |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 9,590.07 | LMD 22 - Common Benefit Area |
| 93913 | 1/20/2016 | JORDAN GILBERT & BAIN | MUL HWY SCENIC CORRIDOR DESIGN | 9,515.00 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 5,687.89 | LMD 22 - Common Benefit Area |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 3,448.47 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 3,073.86 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 2,412.97 | LMD 22 - Common Benefit Area |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 9 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|------------------------------|-------------------------------|--------------------|------------------------------|
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 2,057.00 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 1,866.52 | LMD 22 - Common Benefit Area |
| 93988 | 1/27/2016 | JORDAN GILBERT & BAIN | ARCHITECTURAL SERVICES | 1,140.00 | LMD 22 - Common Benefit Area |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 1,015.83 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 974.43 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 694.01 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 612.00 | LMD 22 - Common Benefit Area |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 440.56 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 329.65 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 146.19 | LMD 22 - Common Benefit Area |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 77.90 | LMD 22 - Common Benefit Area |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- LMD | 77.50 | LMD 22 - Common Benefit Area |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 9.31 | LMD 22 - Common Benefit Area |
| Total Amount for 19 Line Item(s) from LMD 22 - Common Benefit Area | | | | \$43,169.16 | |

Media Operations

| | | | | | |
|-------|-----------|------------------------|------------------------|----------|------------------|
| 94013 | 1/27/2016 | TELECOM LAW FIRM, P.C. | TELECOMM CONSULT SVCS | 1,060.84 | Media Operations |
| 94014 | 1/27/2016 | TIME WARNER CABLE | CABLE MODEM- CITY HALL | 375.00 | Media Operations |
| 94014 | 1/27/2016 | TIME WARNER CABLE | CABLE MODEM- CITY HALL | 269.48 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 215.70 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- DELL CORP | 173.31 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- INMOTION HOSTING | 146.87 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- FRESH BROTHERS | 115.76 | Media Operations |
| 94014 | 1/27/2016 | TIME WARNER CABLE | CABLE MODEM- CITY HALL | 98.24 | Media Operations |
| 93948 | 1/27/2016 | ACORN NEWSPAPER | CTV ADVERTISING | 60.00 | Media Operations |
| 93948 | 1/27/2016 | ACORN NEWSPAPER | CTV ADVERTISING | 60.00 | Media Operations |
| 93948 | 1/27/2016 | ACORN NEWSPAPER | CTV ADVERTISING | 60.00 | Media Operations |
| 93948 | 1/27/2016 | ACORN NEWSPAPER | CTV ADVERTISING | 60.00 | Media Operations |
| 93948 | 1/27/2016 | ACORN NEWSPAPER | CTV ADVERTISING | 60.00 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- GOTOMYPC.COM | 50.85 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- ADOBE CREATIVE | 49.99 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- PONG RESEARCH | 40.30 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- LOVI'S DELI | 22.29 | Media Operations |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 20.22 | Media Operations |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 10 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|--------------------------------|-------------------------------|--------------------|------------------------|
| Total Amount for 18 Line Item(s) from Media Operations | | | | \$2,938.85 | |
| <u>Non-Departmental</u> | | | | | |
| 94006 | 1/27/2016 | SECURAL SECURITY CORP | PARKING ENFORCEMENT | 2,812.46 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- STORAGE ETC | 1,960.00 | Non-Departmental |
| 93962 | 1/27/2016 | CANON BUSINESS SOLUTIONS, INC. | COPIER SVC PROGRAM- GPQ10817 | 551.40 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 503.80 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 446.01 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- COFFEE WHOLESALE USA | 379.83 | Non-Departmental |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 323.90 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 226.94 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 110.00 | Non-Departmental |
| 93876 | 1/13/2016 | US BANK | VISA- COSTCO | 110.00 | Non-Departmental |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 83.24 | Non-Departmental |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 70.84 | Non-Departmental |
| 93887 | 1/20/2016 | CANON BUSINESS SOLUTIONS, INC. | COPIER SVC PROGRAM- KZT02095 | 61.10 | Non-Departmental |
| 94019 | 1/27/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 29.38 | Non-Departmental |
| 93963 | 1/27/2016 | CANON FINANCIAL SERVICES INC | CANON COPIER LEASES | 19.68 | Non-Departmental |
| 93962 | 1/27/2016 | CANON BUSINESS SOLUTIONS, INC. | COPIER SVC PROGRAM- NMC09173 | 15.67 | Non-Departmental |
| Total Amount for 16 Line Item(s) from Non-Departmental | | | | \$7,704.25 | |
| <u>Payroll</u> | | | | | |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 8,576.17 | Payroll |
| 93952 | 1/27/2016 | APPLE ONE | TEMPORARY EMPLOYMENT SVCS | 945.60 | Payroll |
| 93952 | 1/27/2016 | APPLE ONE | TEMPORARY EMPLOYMENT SVCS | 673.74 | Payroll |
| 93881 | 1/20/2016 | APPLE ONE | TEMPORARY EMPLOYMENT SVCS | 673.74 | Payroll |
| 93881 | 1/20/2016 | APPLE ONE | TEMPORARY EMPLOYMENT SVCS | 378.24 | Payroll |
| 94002 | 1/27/2016 | P&A ADMINISTRATIVE SVCS INC | FSA MONTHLY ADMIN FEE- FEB 16 | 72.00 | Payroll |
| Total Amount for 6 Line Item(s) from Payroll | | | | \$11,319.49 | |
| <u>Police / Fire / Safety</u> | | | | | |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- DEC 2015 | 350,150.25 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- DEC 2015 | 15,160.01 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- STAR PROGRAM | 4,201.60 | Police / Fire / Safety |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 11 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|--------------------------------|-------------------------------|---------------------|------------------------|
| 93991 | 1/27/2016 | L.A. CO. DEPT. OF ANIMAL CARE | ANIMAL HOUSING SVCS- DEC 2015 | 3,612.91 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- VIEWPOINT | 2,253.31 | Police / Fire / Safety |
| 93992 | 1/27/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- VIEWPOINT | 2,148.90 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- THE OAKS | 1,677.76 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- CLASSIC RUN | 941.40 | Police / Fire / Safety |
| 93957 | 1/27/2016 | BRIMAR IDENTIFICATION & SAFETY | SHERIFF DEPT SUPPLIES | 922.67 | Police / Fire / Safety |
| 93915 | 1/20/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- PARK EST | 720.20 | Police / Fire / Safety |
| 93992 | 1/27/2016 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SVCS- PARK EST | 643.80 | Police / Fire / Safety |
| Total Amount for 11 Line Item(s) from Police / Fire / Safety | | | | \$382,432.81 | |

Public Safety & Emergency Preparedness

| | | | | | |
|--|-----------|---------|---------------------|-----------------|--|
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 465.22 | Public Safety & Emergency Preparedness |
| 93876 | 1/13/2016 | US BANK | VISA- CORNER BAKERY | 98.36 | Public Safety & Emergency Preparedness |
| 93876 | 1/13/2016 | US BANK | VISA- RITE AID | 10.78 | Public Safety & Emergency Preparedness |
| Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness | | | | \$574.36 | |

Public Works

| | | | | | |
|-------|-----------|--------------------------------|--------------------------------|------------|--------------|
| 93978 | 1/27/2016 | G2 CONSTRUCTION, INC. | CATCH BASIN CURB SCREENS | 144,525.00 | Public Works |
| 93900 | 1/20/2016 | EXCEL PAVING COMPANY | ROAD CLEAN-UP | 44,573.00 | Public Works |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- GATEWAY | 26,085.28 | Public Works |
| 93886 | 1/20/2016 | CALIFORNIA GREEN CONSULTING | CATCH BASIN SCREEN GRANT | 16,320.00 | Public Works |
| 93892 | 1/20/2016 | COUNTY OF LOS ANGELES | CONTRACT SERVICES | 15,292.75 | Public Works |
| 94016 | 1/27/2016 | VANDERGEEST LANDSCAPE CARE INC | LANDSCAPE MAINTENANCE | 7,486.61 | Public Works |
| 93968 | 1/27/2016 | CLEANSTREET INC | MONTHLY SVC - STREET SWEEPING | 6,827.34 | Public Works |
| 94015 | 1/27/2016 | VALLEY CREST LANDSCAPE, INC. | LANDSCAPE MAINTENANCE | 2,381.41 | Public Works |
| 93987 | 1/27/2016 | ISSAKHANI/MARINA// | ENVIRONMENTAL CONSULTING | 2,310.00 | Public Works |
| 93938 | 1/20/2016 | VARELA/ADRIAN// | INSPECTION SERVICES | 1,440.00 | Public Works |
| 93900 | 1/20/2016 | EXCEL PAVING COMPANY | ROAD CLEAN-UP | 1,143.91 | Public Works |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 1,004.83 | Public Works |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 722.22 | Public Works |
| 93947 | 1/22/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 714.55 | Public Works |
| 93923 | 1/20/2016 | OLNEY/JAMES// | CONSULTING SERVICES | 630.00 | Public Works |
| 93923 | 1/20/2016 | OLNEY/JAMES// | CONSULTING SERVICES | 630.00 | Public Works |
| 93961 | 1/27/2016 | CALIFORNIA GREEN CONSULTING | SMART IRRIGATION CONTROL | 570.00 | Public Works |
| 93923 | 1/20/2016 | OLNEY/JAMES// | CONSULTING SERVICES | 540.00 | Public Works |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 12 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|------------------------------|------------------------------|---------------------|--------------|
| 94021 | 1/27/2016 | WILLDAN ASSOCIATES INC. | GRADING & DRAINAGE REVIEW | 520.00 | Public Works |
| 93972 | 1/27/2016 | DANOUS/ANOEL// | CONSULTING SERVICES | 500.00 | Public Works |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- PARKS | 440.00 | Public Works |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- PARKS | 437.50 | Public Works |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- PARKS | 437.50 | Public Works |
| 93941 | 1/20/2016 | WILLDAN ASSOCIATES INC. | GRADING & DRAINAGE REVIEW | 392.50 | Public Works |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 376.24 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- CSU SACRAMENTO | 360.00 | Public Works |
| 94021 | 1/27/2016 | WILLDAN ASSOCIATES INC. | CIVIL PLAN CHECK | 300.00 | Public Works |
| 93972 | 1/27/2016 | DANOUS/ANOEL// | CONSULTING SERVICES | 290.00 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- BNI BUILDING NEWS | 284.68 | Public Works |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- PARKS | 277.00 | Public Works |
| 93877 | 1/20/2016 | ACORN NEWSPAPER | RECYCLING ADVERTISING | 273.21 | Public Works |
| 93877 | 1/20/2016 | ACORN NEWSPAPER | RECYCLING ADVERTISING | 273.21 | Public Works |
| 94021 | 1/27/2016 | WILLDAN ASSOCIATES INC. | GRADING REVIEW | 262.50 | Public Works |
| 93970 | 1/27/2016 | COUNTY SANITATION DISTRICT | REFUSE FEES- DEC 2015 | 254.67 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- APWA | 225.00 | Public Works |
| 93907 | 1/20/2016 | HANBAL/MAHER// | CONSULTING SERVICES | 196.72 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- LANDSEND | 154.73 | Public Works |
| 93983 | 1/27/2016 | HANBAL/MAHER// | CONSULTING SERVICES | 120.00 | Public Works |
| 93994 | 1/27/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 87.88 | Public Works |
| 93937 | 1/20/2016 | UNDERGROUND SERVICE ALERT | MONTHLY MEMBERSHIP FEE | 73.50 | Public Works |
| 93932 | 1/20/2016 | SOUTHERN CALIFORNIA EDISON | ELECTRIC SERVICE | 58.30 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 54.95 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- APWA | 30.00 | Public Works |
| 93916 | 1/20/2016 | LAS VIRGENES MUNICIPAL WATER | WATER SERVICE | 27.62 | Public Works |
| 93876 | 1/13/2016 | US BANK | VISA- ARBOR DAY FOUNDATION | 15.00 | Public Works |
| Total Amount for 45 Line Item(s) from Public Works | | | | \$279,919.61 | |

Recoverable / Refund / Liability

| | | | | | |
|-------|-----------|-----------------------------|--------------------------------|----------|----------------------------------|
| 93997 | 1/27/2016 | MCCONVILLE/MICHAEL// | EMPLOYEE COMPUTER LOAN | 1,020.00 | Recoverable / Refund / Liability |
| 94002 | 1/27/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-DEP CARE REIMBURSEMENT | 736.32 | Recoverable / Refund / Liability |
| 93911 | 1/20/2016 | ILLINOIS STUDENT ASSISTANCE | WAGE GARNISHMENT- 1/8/16 | 328.96 | Recoverable / Refund / Liability |
| 93924 | 1/20/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-MED/DEP CARE REIMBURSEMENT | 218.23 | Recoverable / Refund / Liability |
| 93924 | 1/20/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-MED/DEP CARE REIMBURSEMENT | 200.00 | Recoverable / Refund / Liability |
| 93920 | 1/20/2016 | LOS ANGELES COUNTY SHERIFF | WAGE GARNISHMENT- 1/8/16 | 200.00 | Recoverable / Refund / Liability |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 13 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|------------------------------|--------------------------------|---------------------|----------------------------------|
| 93995 | 1/27/2016 | LOS ANGELES COUNTY SHERIFF | WAGE GARNISHMENT- 1/22/16 | 200.00 | Recoverable / Refund / Liability |
| 94002 | 1/27/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-MED CARE REIMBURSEMENT | 155.00 | Recoverable / Refund / Liability |
| 93982 | 1/27/2016 | GUPTA/ADITYA// | FACILITY RENTAL REFUND | 84.00 | Recoverable / Refund / Liability |
| 93982 | 1/27/2016 | GUPTA/ADITYA// | FACILITY RENTAL REFUND | 82.50 | Recoverable / Refund / Liability |
| 93904 | 1/20/2016 | GONOR/DINA// | RECREATION REFUND | 68.25 | Recoverable / Refund / Liability |
| 94005 | 1/27/2016 | SASSOWER/ROBERTA// | RECREATION REFUND | 68.00 | Recoverable / Refund / Liability |
| 93933 | 1/20/2016 | STATE DISBURSMENT | WAGE GARNISHMENT- 1/8/16 | 46.15 | Recoverable / Refund / Liability |
| 94011 | 1/27/2016 | STATE DISBURSMENT | WAGE GARNISHMENT- 1/22/16 | 46.15 | Recoverable / Refund / Liability |
| 93960 | 1/27/2016 | CALABASAS VILLAGE LP | REFUND SCANNING FEES | 45.00 | Recoverable / Refund / Liability |
| 93964 | 1/27/2016 | CARDENAS/MARTHA// | RECREATION REFUND | 40.00 | Recoverable / Refund / Liability |
| 93980 | 1/27/2016 | GOLDENBERG/MYRON// | RECREATION REFUND | 40.00 | Recoverable / Refund / Liability |
| 94004 | 1/27/2016 | ROCHKIND/MICHAEL// | RECREATION REFUND | 40.00 | Recoverable / Refund / Liability |
| 94012 | 1/27/2016 | TALMADGE/EDIE// | RECREATION REFUND | 40.00 | Recoverable / Refund / Liability |
| 94002 | 1/27/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-MED CARE REIMBURSEMENT | 15.00 | Recoverable / Refund / Liability |
| 94002 | 1/27/2016 | P&A ADMINISTRATIVE SVCS INC | FSA-MED CARE REIMBURSEMENT | 11.86 | Recoverable / Refund / Liability |
| 94018 | 1/27/2016 | VENCO WESTERN, INC. | LANDSCAPE MAINTENANCE- GATEWAY | -1,304.26 | Recoverable / Refund / Liability |
| 93978 | 1/27/2016 | G2 CONSTRUCTION, INC. | CATCH BASIN CURB SCREENS | -14,453.00 | Recoverable / Refund / Liability |
| 93888 | 1/20/2016 | CHARLES PANKOW BUILDERS, LTD | ARCHITECTURAL DESIGN | -31,542.00 | Recoverable / Refund / Liability |
| Total Amount for 24 Line Item(s) from Recoverable / Refund / Liability | | | | \$-43,613.84 | |

Senior Center Construction

| | | | | | |
|--|-----------|------------------------------|---------------------------|---------------------|----------------------------|
| 93888 | 1/20/2016 | CHARLES PANKOW BUILDERS, LTD | ARCHITECTURAL DESIGN | 630,838.00 | Senior Center Construction |
| 93903 | 1/20/2016 | GEODYNAMICS | SENIOR CENTER ENGINEERING | 2,988.00 | Senior Center Construction |
| Total Amount for 2 Line Item(s) from Senior Center Construction | | | | \$633,826.00 | |

Tennis & Swim Center

| | | | | | |
|-------|-----------|------------------------------|---------------------------|----------|----------------------|
| 94010 | 1/27/2016 | SOUTHERN CALIFORNIA GAS CO | GAS SERVICE | 4,182.68 | Tennis & Swim Center |
| 93905 | 1/20/2016 | GONZALES MASONRY | CONCRETE REPAIRS- T&SC | 3,000.00 | Tennis & Swim Center |
| 93981 | 1/27/2016 | GONZALES MASONRY | CONCRETE REPAIRS- T&SC | 2,600.00 | Tennis & Swim Center |
| 93954 | 1/27/2016 | ATMOSPHERE EVENTS & CATERING | SOCIAL EXPENSE- AQUAFIT | 900.00 | Tennis & Swim Center |
| 93891 | 1/20/2016 | COMMERCIAL AQUATIC SVCS INC | POOL SERVICE/REPAIR | 841.95 | Tennis & Swim Center |
| 93935 | 1/20/2016 | TIME WARNER CABLE | CABLE MODEM/HDTV- T&SC | 714.92 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- NATIONAL GYM SUPPLY | 629.99 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 613.26 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- TROPHYMAN | 610.40 | Tennis & Swim Center |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 14 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|-----------|------------|-------------------------------|-------------------------------|--------|----------------------|
| 93974 | 1/27/2016 | DNA ELECTRIC | ELECTRICAL REPAIRS | 590.00 | Tennis & Swim Center |
| 93954 | 1/27/2016 | ATMOSPHERE EVENTS & CATERING | SOCIAL EXPENSE- SANTA BRKFST | 549.00 | Tennis & Swim Center |
| 93965 | 1/27/2016 | CASCIONE/GAYLENE// | RECREATION INSTRUCTOR | 477.88 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- OFFICE DEPOT | 436.74 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- RALPHS | 430.25 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- PYRAMID PIPE & SUPPLY | 406.86 | Tennis & Swim Center |
| 93897 | 1/20/2016 | DNA ELECTRIC | ELECTRICAL REPAIRS | 356.50 | Tennis & Swim Center |
| 93940 | 1/20/2016 | WATERLINE TECHNOLOGIES INC | POOL CHEMICALS | 325.70 | Tennis & Swim Center |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 270.73 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- KIEFER FLOORING | 268.45 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- SMART & FINAL | 253.55 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 243.07 | Tennis & Swim Center |
| 93942 | 1/20/2016 | YEEOPP/BETTY// | RECREATION INSTRUCTOR | 220.56 | Tennis & Swim Center |
| 94023 | 1/27/2016 | YEEOPP/BETTY// | RECREATION INSTRUCTOR | 220.56 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- CORNER BAKERY | 220.00 | Tennis & Swim Center |
| 93940 | 1/20/2016 | WATERLINE TECHNOLOGIES INC | POOL CHEMICALS | 206.77 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- PYRAMID PIPE SUPPLY | 195.47 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- ORIENTAL TRADING CO | 160.59 | Tennis & Swim Center |
| 93897 | 1/20/2016 | DNA ELECTRIC | ELECTRICAL REPAIRS | 140.00 | Tennis & Swim Center |
| 93926 | 1/20/2016 | PREFERRED BENEFIT | VISION/DENTAL PREMIUM- JAN 16 | 136.51 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- WALMART | 136.07 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- KEISER CORP | 117.57 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- CONSTANT CONTACT | 105.00 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- PARTY CITY | 101.77 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 95.70 | Tennis & Swim Center |
| 93919 | 1/20/2016 | LITTLEJOHN COMMUNICATIONS INC | PAY PHONE SVC- OCT-DEC 2015 | 90.00 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- RITE AID | 76.60 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- TARGET | 73.82 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- VISTA PAINT | 71.20 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- US RESEARCH & CHEMICAL | 66.87 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- AMECI'S PIZZA | 55.08 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- FRANKLINS HARDWARE | 50.53 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- ARC SERVICES | 35.00 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- RABI INC | 34.36 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- MICHAELS | 28.78 | Tennis & Swim Center |
| 93950 | 1/27/2016 | AIRGAS- WEST | TC HELIUM | 27.99 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- DOLLAR TREE | 25.73 | Tennis & Swim Center |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 15 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|-------------|---------------------|--------------------|----------------------|
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 14.21 | Tennis & Swim Center |
| 93876 | 1/13/2016 | US BANK | VISA- ADOLPH KIEFER | -599.95 | Tennis & Swim Center |
| Total Amount for 48 Line Item(s) from Tennis & Swim Center | | | | \$20,808.72 | |

Transportation

| | | | | | |
|-------|-----------|--------------------------------|--------------------------------|-----------|----------------|
| 93882 | 1/20/2016 | AT&T | CONSTRUCTION SVCS- LOST HILLS | 33,678.48 | Transportation |
| 94001 | 1/27/2016 | MV TRANSPORTATION, INC. | SHUTTLE FUEL COST- JAN 16 | 17,011.58 | Transportation |
| 94001 | 1/27/2016 | MV TRANSPORTATION, INC. | SHUTTLE FUEL COST- JAN 16 | 11,928.47 | Transportation |
| 93989 | 1/27/2016 | KOA CORPORATION | CALABASAS ON-CALL SVCS | 9,825.00 | Transportation |
| 93986 | 1/27/2016 | IDEAL GENERAL SERVICES, INC. | DIAL-A-RIDE DEC 2015 | 7,289.00 | Transportation |
| 93932 | 1/20/2016 | SOUTHERN CALIFORNIA EDISON | ELECTRIC SERVICE | 3,567.82 | Transportation |
| 93902 | 1/20/2016 | FLOWERS & ASSOCIATES, INC. | LAS VIRGENES ROAD PROJ | 2,570.39 | Transportation |
| 94001 | 1/27/2016 | MV TRANSPORTATION, INC. | SHUTTLE FUEL COST- JAN 16 | 2,543.23 | Transportation |
| 93951 | 1/27/2016 | AMERICAN HONDA FINANCE CORP | LEASE PAYMENT- FEB 2016 | 1,925.00 | Transportation |
| 94008 | 1/27/2016 | SIEMENS INDUSTRY INC. | TRAFFIC SIGN MAINTENANCE | 1,690.00 | Transportation |
| 94008 | 1/27/2016 | SIEMENS INDUSTRY INC. | TRAFFIC SIGN MAINTENANCE | 1,545.00 | Transportation |
| 93931 | 1/20/2016 | SIEMENS INDUSTRY INC. | TRAFFIC SIGN MAINTENANCE | 1,385.00 | Transportation |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 501.29 | Transportation |
| 93893 | 1/20/2016 | CROSTOWN ELECTRICAL | TRAFFIC LIGHTING SERVICES | 460.00 | Transportation |
| 94001 | 1/27/2016 | MV TRANSPORTATION, INC. | SHUTTLE FUEL COST- JAN 16 | 459.90 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- INSTITUTE OF ENGINEERING | 364.00 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- WORKING PERSONS | 355.34 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | 294.24 | Transportation |
| 93972 | 1/27/2016 | DANOUS/ANOEIL// | CONSULTING SERVICES | 270.00 | Transportation |
| 93939 | 1/20/2016 | WAREHOUSE OFFICE & PAPER PROD. | OFFICE SUPPLIES | 254.67 | Transportation |
| 93993 | 1/27/2016 | LA DWP | METER SERVICE - TRAFFIC METER | 159.81 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- SHELL OIL | 147.45 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 116.51 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- PEPBOYS | 111.17 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- IDENTI-TAPE | 109.31 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- CALABASAS CAR CARE | 87.90 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- CHEVRON | 79.77 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- MOBILE ASSET SOLUTIONS | 74.96 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 70.54 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- APWA | 65.00 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 63.50 | Transportation |



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/13/2016 to 01/27/2016

Date: 2/2/2016
 Time: 9:23:51AM
 Page 16 of 16

| Check No. | Check Date | Vendor Name | Check Description | Amount | Department |
|---|------------|-----------------|---------------------|-----------------------|----------------|
| 93876 | 1/13/2016 | US BANK | VISA- EXXON MOBIL | 61.45 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- SHELL OIL | 41.77 | Transportation |
| 93983 | 1/27/2016 | HANBALI/MAHER// | CONSULTING SERVICES | 40.00 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 31.89 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- CHEVRON | 31.14 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- CHEVRON | 29.23 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 24.99 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 24.18 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- RABI INC | 22.30 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 20.99 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 14.99 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- HOME DEPOT | 10.07 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- EXXON MOBIL | 8.00 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- UNION 76 | 6.87 | Transportation |
| 93876 | 1/13/2016 | US BANK | VISA- AMAZON.COM | -134.13 | Transportation |
| Total Amount for 46 Line Item(s) from Transportation | | | | \$99,238.07 | |
| GRAND TOTAL for 463 Line Items | | | | \$1,668,302.43 | |

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

24-Feb

| | | |
|----|----------------|---|
| CD | Public Hearing | Rondell |
| PW | Consent | Recommendation to Approve the Funding Agreement Between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority for Mulholland Highway Gap Closure Project |

Future Items

| | | |
|----|--------------|---|
| AS | Consent | Community Choice Aggregation Program |
| CS | New Business | Creekside pre-school discussion |
| CC | New Business | Marijuana Ordinance |
| PS | New Business | Letter of support in regard to LA County pharmaceuticals and sharps and disposal |
| PS | New Business | Introduction of ordinance regarding LA County Code Title 13 |
| CS | Consent | Recommendation to approve the positions and salary ranges for a Senior Center Supervisor, Recreation Coordinator (Seniors) and Executive Assistant I at the Calabasas Senior Center |
| CD | New Business | Canyon Oaks |
| CD | New Business | Plaque recommendations by the HPC |
| CC | Consent | Conflict of Interest Code update |
| CD | New Business | Discussion of Ridgeline Ordinance |
| PW | New Business | Environmental Commission review of programs/ordinances (smoking, plastic bag, coyote, styrofoam, car wash, rodenticide, etc.) |

2016 CITY COUNCIL MEETING DATES

| | |
|-------------------------------------|--------------------------------------|
| Mar 9 | Aug 10 |
| Mar 23 | Aug 24 |
| Apr 13 | Sep 14 |
| Apr 27 | Sep 28 |
| May 11 - Canceled - CCCA Conference | Oct 12 - Canceled - Yom Kippur |
| May 25 | Oct 26 |
| Jun 8 | Nov 9 |
| Jun 22 | Nov 23 - Canceled - Thanksgiving Eve |
| Jul 13 - Canceled | Nov 30 - Council Reorganization |
| Jul 27 - Canceled | Dec 14 |
| | Dec 28 - Canceled |