

CITY COUNCIL AGENDA REGULAR MEETING – WEDNESDAY, FEBRUARY 12, 2014 CITY HALL COUNCIL CHAMBERS 100 CIVIC CENTER WAY, CALABASAS

www.cityofcalabasas.com

THE STARTING TIMES LISTED FOR EACH AGENDA ITEM SHOULD BE CONSIDERED A GUIDELINE ONLY. THE CITY COUNCIL RESERVES THE RIGHT TO ALTER THE ORDER OF DISCUSSION IN ORDER TO RUN AN EFFECTIVE MEETING. IF YOU WISH TO ASSURE YOURSELF OF HEARING A PARTICULAR DISCUSSION. PLEASE ATTEND THE ENTIRE MEETING. YOU MAY SPEAK ON A CLOSED SESSION ITEM PRIOR TO COUNCIL'S DISCUSSION. TO DO SO, PLEASE SUBMIT A SPEAKER CARD TO THE CITY CLERK AT LEAST 5 MINUTES PRIOR TO THE START OF CLOSED SESSION. THE CITY VALUES AND INVITES WRITTEN COMMENTS FROM RESIDENTS ON **MATTERS** SET **FOR** COUNCIL CONSIDERATION. IN ORDER TO PROVIDE COUNCILMEMBERS AMPLE TIME TO REVIEW ALL CORRESPONDENCE, PLEASE SUBMIT ANY LETTERS OR EMAILS TO THE CITY CLERK'S OFFICE BEFORE 5:00 P.M. ON THE MONDAY PRIOR TO THE MEETING.

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS - 7:10 P.M.

PRESENTATIONS - 7:20 P.M.

- Employee service awards
- Special Olympics

ORAL COMMUNICATIONS - PUBLIC COMMENT- 7:35 P.M.

CONSENT ITEMS – 7:45 P.M.

1. Approval of meeting minutes from January 22 and January 25, 2014.

- 2. Adoption of City Council Protocols.
- 3. Recommendation to approve an amendment to the existing professional services agreement with Huitt-Zollars, Inc. for the Lost Hills Interchange project.
- 4. Approval of a City-County Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department from July 1, 2014 through June 30, 2019.
- 5. Adoption of Ordinance No. 2014-309, amending Title 2, Chapters 2.30, 2.37, 2.38, 2.39 and 2.43 of the Calabasas Municipal Code.
- 6. Adoption of Ordinance No. 2014-310, amending the Calabasas Land Use and Development Code pursuant to the Calabasas Municipal Code Chapter 17.76 in order to correct typographical, formatting and wording errors.

NEW BUSINESS – 7:50 P.M.

7. Park Sorrento traffic calming evaluation report.

PUBLIC HEARING - 8:30 P.M.

8. Motion to waive further reading and introduction of Ordinance No. 2014-311, amending Title 17 of the Calabasas Municipal Code to permit fortunetelling as a commercial use in the Commercial Retail (CR) zoning district, as necessary to comply with Federal law. Staff has determined that the project is categorically exempt from environmental review in accordance with Section 15061(b)(3) of the CEQA Guidelines.

INFORMATIONAL REPORTS – 8:45 P.M.

9. Check Register for the period of January 15-January 30, 2014.

TASK FORCE REPORTS – 8:50 P.M.

CITY MANAGER'S REPORT - 8:52 P.M.

FUTURE AGENDA ITEMS – 8:55 P.M.

ADJOURN - 9:00 P.M.

The City Council will adjourn in memory of Dale Koeppe to their next regular meeting scheduled for Wednesday, February 26, 2014, at 7:00 p.m.

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

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA HELD WEDNESDAY, JANUARY 22, 2014

Mayor Gaines called the meeting to order at 7:05 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

ROLL CALL Present: Mayor Gaines, Mayor pro Tem Shapiro,

Councilmembers Bozajian, Martin and Maurer.

Absent: None.

Staff: Bartlett, Bingham Coroalles, Figueroa, Hernandez,

Howard, Parker, Steller and Yalda.

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

APPROVAL OF AGENDA

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

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

Martin and Maurer.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Martin:

- Congratulated Mayor Gaines for a great State of the City Address.
- Extended an invitation to the next Straight Up event on January 25.

Councilmember Bozajian:

- Reiterated congratulations to Mayor Gaines for an outstanding State of the City Address. Congratulated the Media Operations Department for an excellent job in arranging it.
- The annual Chamber of Commerce installation gala is scheduled on January 25.
 Congratulated Carol Washburn for being presented with the Spirit of Calabasas award.

Councilmember Maurer:

- Also congratulated Mayor Gaines for a wonderful State of the City Address.

- The City of Calabasas received an A from the American Lung Association' and was part of the three percent in the entire State in the report about controlling tobacco usage, second hand smoke and access by teenagers.
- The Santa Monica Mountains Conservancy will be dedicating an overlook in memory of Dave Brown, long-time Planning Commissioner on Saturday March 1, at 10 a.m., at King Gillette Ranch.

Mayor pro Tem Shapiro:

- Congratulated Mayor Gaines for a fantastic State of the City Address.
- Extended an invitation to a Relay for Life fundraiser, Calabasas beer festival on February 7, at the Agoura Hills/Calabasas Community Center.

Mayor Gaines:

- Extended appreciation to Council for their accolades on his State of the City Address as well as to City staff, school district staff for the hard work on making this a successful event.
- The Valley Industry Commerce Association luncheon is scheduled on January 23 at Founders' Hall.
- Extended an invitation to CHS basketball game against Westlake on January 31.
- The portrait of Kevin Cordasco was unveiled at the Library on January 22.
- The meeting will be adjourned in memory of Sondra Singer.
- Encouraged everyone to download the new Connect with Calabasas mobile app.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Pam Francis, Loui Katayama, Jennifer Bercy, Michelle and Lauren Hill and Alicia Weintraub spoke during oral communications.

CONSENT ITEMS

- 1. Approval of meeting minutes from January 8, 2014.
- 2. Adoption of Resolution No. 2014-1397 proclaiming March 22, 2014, as "Arbor Day" in the City of Calabasas.
- 3. Recommendation to approve the recordation of the final map for tract 66338 for condominium purposes located at 26705 Malibu Hills Road.
- 4. Amended employment contract-cost of living adjustment for City Manager.

Councilmember Martin requested Consent Item No. 3 be pulled for separate discussion.

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve Consent Items No. 1, 2 and 4. MOTION CARRIED 5/0 as follows:

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

After clarification from the City Attorney, Councilmember Maurer moved, seconded by Mayor pro Tem Shapiro to approve Consent Item No. 3. MOTION CARRIED 5/0 as follows:

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

In regard to Consent Item No. 4, Councilmember Maurer extended appreciation to Mr. Coroalles for his hard work and leadership.

PUBLIC HEARING

5. Review and approval of projects for the 40th program year (2014-2015) Community Development Block Grant (CDBG) funding; and adoption of Resolution No. 2014-1396, approving the CDBG 40th program year (2014-2015).

Mayor Gaines opened/closed the public hearing.

Mr. Bingham presented an overview of the program and introduced Michael Neil to provide additional information.

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

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

6. Request to amend the City of Calabasas Development Code pursuant to Calabasas Municipal Code Section 17.76.010 in order to correct typographical, formatting and wording errors. The City's staff has determined that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California CEQA Guidelines.

Mayor Gaines opened/closed the public hearing.

Mr. Figueroa presented an overview of the amendments.

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve Item No. 6. MOTION CARRIED 5/0 as follows:

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

NEW BUSINESS

7. Introduction of Ordinance No. 2014-309, amending Title 2, Chapters 2.30, 2.37, 2.38, 2.39 and 2.43 of the Calabasas Municipal Code.

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

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

CITY MANAGER'S REPORT

Mr. Coroalles reported that he signed a letter to LAFCO to withdraw from annexation of Mountain View Estates. He also reported that the Media Department has been directed to add a section on the City's website entitled "Dine Calabasas" with links to restaurants in the City.

Mayor Gaines requested a future item regarding information submitted to the State Controller's office as well as an item pertaining to the drought. Mr. Coroalles was requested to present additional information regarding the crossing guard at the intersection of Lost Hills Road and Cold Springs Street.

8. Voter outreach program.

The City Clerk presented highlights of the program.

Brian Cameron and Michael Brockman spoke on this item.

After extensive discussion, direction was provided to staff.

INFORMATIONAL REPORTS

6. Check Register for the period of December 4-11, 2013.

No action was taken on this item.

TASK FORCE REPORTS

None.

FUTURE AGENDA ITEMS

Mayor Gaines announced a special Council meeting/workshop on January 25.

ADJOURN

Councilmember Maurer moved, seconded by Mayor pro Tem Shapiro to adjourn the meeting at 9:02 p.m. in memory of Sondra Singer to the next special meeting/workshop scheduled on Saturday, January 25, 2014, at 9:00 a.m. MOTION CARRIED 5/0 as follows:

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

Maricela Hernandez, MMC City Clerk

MINUTES OF A SPECIAL MEETING/WORKSHOP OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA HELD SATURDAY, JANUARY 25, 2014

Mayor Gaines called the meeting to order at 9:01 a.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present as follows:

ROLL CALL Present: Mayor Gaines, Mayor pro Tem Shapiro,

Councilmembers Bozajian, Martin and Maurer.

Absent: None.

Staff: Bartlett, Coroalles, Hernandez, Howard, Parker,

Rubin, Steller, Tamuri and Yalda.

The Pledge of Allegiance was led by Planning Commissioner Robert Lia.

APPROVAL OF AGENDA

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

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

Martin and Maurer.

ANNOUNCEMENTS/INTRODUCTIONS

None.

ORAL COMMUNICATIONS - PUBLIC COMMENT

None.

NEW BUSINESS

1. Adoption of City Council Protocols.

After extensive discussion, the City Clerk was directed to make the recommended changes and bring back for Council adoption at a future meeting.

The meeting recessed at 10:33 a.m.

The meeting reconvened at 10:42 a.m.

- 2. Overview of the development process and outside agency interface.
- 3. General conversation on public noticing and outreach.

Ms. Tamuri, Ms. Hernandez and Mr. Yalda presented information on Items No. 2 and 3.

Robert Lia and Richard Sherman spoke on Items No. 2 and 3, respectively.

After extensive discussion, staff was directed to have all Commissions discuss noticing and public outreach and come back to the Council with summary of points and recommendations.

ADJOURN

The meeting adjourned at 12:18 p.m. to their next regular meeting scheduled on Wednesday, February 12, 2014, at 7:00 p.m.

Maricela Hernandez, MMC City Clerk





CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 3, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAYOR FRED GAINES AND COUNCILMEMBER JAMES BOZAJIAN

SUBJECT: ADOPTION OF CITY COUNCIL PROTOCOLS.

MEETING

DATE: FEBRUARY 12, 2014

SUMMARY RECOMMENDATION:

That the City Council adopt the attached City Council Protocols.

BACKGROUND:

A taskforce composed of Mayor Fred Gaines and Councilmember James Bozajian met on several occasions to discuss the implementation of City Council Protocols. The taskforce recommends the adoption of the attached City Council Protocols that incorporates the revisions made at the meeting/workshop held on January 25, 2014.

REQUESTED ACTION:

Adopt the City Council Protocols.

ATTACHMENTS:

City Council Protocols.

CITY COUNCIL PROTOCOLS

ADOPTED BY THE CALABASAS CITY COUNCIL



Adopted January <u>February</u> 12, 2014

CITY OF CALABASAS City Council Protocols

PREAMBLE

The Calabasas City Council is charged with taking appropriate, necessary, and timely action to maintain the City of Calabasas as a leading, well-managed, and innovative city at the forefront of desirable California cities.

It is the overall responsibility of the City Council a) to gather information and knowledge; b) to take counsel; c) to keep a long-range perspective; d) to hold itself to the highest standards of ethical and professional conduct in the performance of its duties without regard to personal advantage; e) to be free of favoritism; f) to listen carefully to the public; and g) to conduct a reasonable and reasoned period of discussion prior to making decisions.

To accomplish the above-stated responsibilities, and as guidance for the orderly governance of the City, the Calabasas City Council has adopted the following protocols. Except for those protocols that are based on law, these protocols are voluntary and non-binding. They are set forth here to clarify what has become, over time, successful procedures or best practices for the conduct of civic affairs within our City.

These protocols are intended to be consistent with all legal requirements applicable to the conduct of City affairs. In the instance of any conflict with State or federal law, or with the Calabasas Municipal Code, such State, federal or municipal law requirements will control. In addition, official City meetings are generally conducted pursuant to Roberts Rules of Order.

It is expected that the City Council will renew these protocols periodically, in order to consider appropriate additions, deletions, and/or amendments.

TABLE OF CONTENTS

Page

- 3 GENERAL
- 4 SELECTION OF THE MAYOR
- 5 MAYOR'S ROLE
- 6 CITY COUNCIL PREPARATION
- 7 PUBLIC MEETINGS
- 10 CITY COUNCIL INTERACTION AND COMMUNICATION
- 12 CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF
- 14 COMMITTEES OF THE COUNCIL
- 15 COMMISSIONS AND BOARDS
- 17 RESIDENT COMPLAINTS

GENERAL

- 1. The Council participates in regional, state and national programs and meetings which serve the best interests of the City of Calabasas.
- 2. The Council provides policy direction to the City Manager. The City Manager, through city staff, implements Council policy. The Council does not interfere with the operating decisions of the city, which are the responsibility of the City Manager.
- 3. The City Manager keeps each Councilmember fully, and equally, informed as to all matters of importance to the city, including agenda items, financial conditions, needs of the city, resident concerns, staffing needs, and urgency items.
- 4. The Council endeavors not to burden the City Manager or staff with demands for individual time or attention on matters that the City Manager can better handle with general communications to the Council as a whole.
- 5. The Council looks to the City Manager, staff, commissions and committees for advice on city policies and legislative actions.
- The Council complies with all laws relating to open meetings, public records, and conflicts of interest.
- 7. The Council encourages resident participation in the development of City policies.
- 8. The Council desires the public to be fully informed about decisions that impact the public, and encourages public comment as policies are set.
- 9. The Council makes adequate provision for the training and continuing education of the Council, commissions, and city staff.
- 10. All Councilmembers should receive and review any documents shown or provided by city staff to any other Councilmember.
- 11. Councilmembers inform the City Manager as far in advance as possible of when they will be out of town or otherwise unavailable to conduct city business.

SELECTION OF THE MAYOR

- 1. The Mayor and Mayor Pro Tem are nominated at the second Council meeting in March of each year, and are selected by a vote of their peers on the Council. Each serves for a one-year term. In the customary rotation, the Mayor Pro Tem is nominated to serve as Mayor at the end of the Mayor's one-year term.
- 2. The outgoing Mayor will follow [1] those already in the rotation and [2] first-time elected Councilmember(s).
- The order of the first-time elected Councilmember(s) should be based on the order of finish in the election, with the first-time elected Councilmember receiving the most votes taking the first term, the next in line taking the second, and so on.
- 4. Once a Councilmember's position in the rotation is established, it does not change based upon the future order of election results.
- 5. If the election is canceled, the order of the rotation of the appointed candidates will remain the same.
- 6. The Mayor and Mayor Pro Tem are peers of and serve at the pleasure of the other Councilmembers.
- 7. The Mayor assumes the center chair on the dais and oversees the seating location of the other Councilmembers.

MAYOR'S ROLE

- 1. The Mayor represents the City, is its official spokesperson, and presides over all City Council meetings.
- 2. The Mayor, as well as each Councilmember, recognizes the unique role of representing the City, and takes great care to insure that this always takes precedence over representing oneself or one's own personal agenda.
- 3. It is the Mayor's prerogative to make Council committee assignments from choices provided by Councilmembers. The Mayor accommodates Council choices whenever possible.
- 4. The Mayor informs the Council by copying to them any correspondence sent under the Mayor's signature which relates to city business. The Mayor will also copy the Council on correspondence or email sent under his signature.
- 5. The Mayor, in consultation with the City Manager, sets the agenda for each Council meeting.
- 6. The Mayor or two Councilmembers may place an item on the City Council agenda.
- 7. At a public meeting, the Mayor has discretion to move agenda items and/or to take them out of order to accommodate the needs of the Council or the public.
- 8. In the absence of the Mayor, the Mayor Pro Tem performs the duties of Mayor.
- 9. The Mayor is obliged to act as a facilitator during public meetings. The Mayor ensures that all views are heard and that the meeting progresses in an orderly and timely fashion. The Mayor provides an equal opportunity for each Councilmember to be heard.
- 10. The Mayor is expected to be an advocate for his or her views, just as other Councilmembers are, but not to take advantage of the Mayor's status on the dais to coerce or to advocate in excess of what is allowed to other Councilmembers. The Mayor's role as a facilitator should not be compromised by his or her role as an advocate.
- 11. If a Councilmember, or sub-committee, brings an issue forward to the council, it is appropriate for the Mayor to give that member or committee members the opportunity to speak first on that particular issue.

CITY COUNCIL PREPARATION

- Councilmembers avoid surprising their colleagues or staff. To the maximum extent possible, Councilmembers advise the City Manager in advance of issues or questions they intend to bring up at a public meeting. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting. Getting minor questions resolved with staff prior to a public meeting will shorten meetings and move the agenda forward in a timely manner.
- 2. Councilmembers are prepared for Council or committee meetings, which includes having read all agendas and supporting documentation prior to the meeting.
- 3. Councilmembers stay abreast of regional issues affecting neighboring cities, counties, and the operations of other districts or agencies.

PUBLIC MEETINGS

- 1. Public hearings and discussion items at Council meetings proceed generally in the following order:
 - a. City staff presents a report of the item under consideration.
 - b. Councilmembers have an opportunity to ask questions of staff for clarification or to gather additional information.
 - Public testimony is taken from affected parties or members of the public who wish to be heard.
 - d. At the close of public testimony, the Mayor allows staff to respond to any public testimony which staff wishes to supplement or regards as inaccurate or in need of clarification.
 - e. The Mayor allows other Councilmembers to speak first, and then summarizes or provides the final comments before asking for a motion or direction to staff on the item.
 - f. The order of Council comments is at the discretion of the Mayor. If the item under consideration was studied first by a committee of the Council, members of the committee would be expected to lead off the discussion.
- 2. Any Councilmember who desires to recuse himself or herself for conflict of interest or any other reason shall do so as soon as the item is called and shall leave the Council chambers until the item is concluded.
- 3. Any Councilmember may request a continuance of an item on the agenda if that Councilmember needs more time to become fully informed and able to render a decision. However, a continuance need not be granted if a majority of the Council deems it necessary to render a decision at the agendized time.
- 4. If a Councilmember is ill or away for any agenda item of special interest to that Councilmember, the item may be continued or tabled at that Councilmember's request, subject to any applicable statutory time periods, and only if such delay would not be adverse to the City's best interests. However, Councilmembers should not request a continuance without justifiable reason. Bear in mind that the public may attend expecting discussion or action on the issue, staff has prepared reports, and there may be staff or consultants present just for that item. Councilmembers should coordinate with the City Manager about future agendas and their own schedules to avoid missing items that may be of particular interest to them.

PUBLIC MEETINGS, continued...

- 5. If any Councilmember becomes aware of an unexpected issue that may be brought up by a member of the public at a Council, commission or committee meeting, that Councilmember will, as a courtesy, inform the other Councilmembers and the City Manager to the extent legally permissible.
- 6. Councilmembers are expected to attempt to persuade their colleagues to their point of view through reasoned debate, but also to accept the Council's ultimate decision graciously and as final. Councilmembers should not place the City Manager or staff in the position of having to deal with minority positions which do not further established Council policy.
- 7. A time limit (usually three minutes) for speakers before the City Council is enforced at the discretion of the Mayor. Public comments are limited to no more than three (3) minutes per speaker, but that time may be reduced at the Mayor's discretion if there are numerous speakers on a particular item.
- 8. The Mayor requests speakers to direct their comments to the Council and not to the audience or to the TV cameras.
- 9. The Mayor controls the meeting, and discourages personal attacks of any kind from speakers by encouraging them instead to productively address the issues at hand.
- The Council listens carefully to the speakers and does not interrupt or engage in 10. debate with the speakers. The three-minute period belongs to the speaker.
- Subject to applicable legal deadlines, the Mayor or any Councilmember may 11. move to refer back to staff any agenda item that is deemed to be incomplete or unready for final decision. The same rule applies to City Commissions.
- 12. A Councilmember may suggest a change in procedure if he or she feels it will be helpful for the conduct of a particular meeting, understanding that the Mayor runs the meeting.
- 13. While unanimity is not required or always possible, the Mayor attempts to find consensus on discussion items.
- 14. Councilmembers make the reasons for their votes clear to their colleagues and to the public. This is particularly important when the Council is divided on an issue.
- 15. The Mayor, Councilmembers, and all Commission and committee members treat everyone with courtesy and respect.
- 16. All participants in a public hearingmeeting, including Councilmembers, staff and the public, shall make their remarks succinct, to the point, and as brief as possible. Participants shall avoid repeating remarks already made by others, and may simply state agreement with those particular shared sentiments.

PUBLIC MEETINGS, continued...

- 17. Direction to staff must be determined by a majority of the Council and must be clearly identified at the Council meeting. Tacit approval, or lack of disagreement by others, is not considered direction. The Mayor should ensure that the direction staff receives is clear and represents the majority view of the Council.
- 18. Every Council action should be:
 - a. A reasoned decision that was arrived at in a fair way.
 - b. Not to the personal advantage of any Councilmember.
 - c. Free of favoritism.
 - d. Based on information and opinions from a variety of sources, and particularly, from those who would be most affected.
- 19. Councilmembers do not have private communications, among themselves or with members of the public, via electronic communication devices or otherwise, from the dais during public meetings.
- 20. All members of the public desiring to speak at a Council or Commission meeting shall complete a speaker card which will be made available at all such meetings. The speaker will-should provide his and her name and city of residence on the speaker card. Speaker cards shall be submitted to the City Clerk or meeting staff prior to the time the public hearing on an item begins. It is within the discretion of the Mayor or meeting chair to accept a late submitted speaker card.
- 21. All meeting participants will tell the truth to the best of their knowledge and ability when presenting testimony or oral comments to the Council or Commission.
- 22. All meeting participants shall conduct themselves in an orderly manner. As a last resort, any person conducting themselves in a disorderly manner may be removed from the meeting room pursuant to California Government Code Section 54954.3(c).

CITY COUNCIL INTERACTION AND COMMUNICATION

- 1. Councilmembers treat each other with the respect and courtesy that is their due as residents and public officials.
- 2. Each Councilmember has the responsibility to initiate action to resolve problems cooperatively and as soon as possible, either directly with other Councilmembers or with the City Manager.
- 3. The Council maintains a respectful decorum, and avoids personal attacks during public meetings, in the press, or at any other time. <u>Legitimate dissent or opposition to another Councilmember's voting record or positions on issues are within the bounds of appropriate political discourse.</u>
- Councilmembers should be sensitive to the negative impact that inappropriate conduct has on the public perception of the City. Councilmembers should be mindful of the fact that they are representatives of the City in all their public activities.
- 5. Councilmembers are flexible and cooperative in filling in for one another at meetings or important functions.
- 6. Councilmembers do not engage in private discussions in violation of the Brown Act. A Councilmember who feels that a conversation is potentially a violation should express his or her concern and immediately withdraw from the conversation. Councilmembers are expected to honor such concerns and immediately cease the conversation even if they do not agree that the Brown Act applies in that particular instance.
- 7. Personal attacks are always off-limits. Councilmembers start with the assumption that other members have the best interests of the City at heart, even if they disagree with their positions.
- 8. If a Councilmember takes a position in the media, or at any public hearing, critical of a decision, or critical of fellow Councilmembers or members' positions on issues, such public comments should stick to the issues under contention and never involve personal attacks. Councilmembers shall be mindful when representing views or making comments and, if they do not reflect the majority of the Council, must claim the comments as their own personal opinion. Positions set forth in writing on City letterhead should clearly indicate if the position stated is one officially voted on by the City Council, or if it only represents the position of the individual Councilmember.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 6 + Alignment: Left + Aligned at: 0" + Tab after: 0.5" + Indent at: 0.5"

 Councilmembers should avoid expressions, comments, or opinions of city fault responsibility or liability in any matters involing property damage, personal injury or alleged breach of contract or alleged violation of law.

CITY COUNCIL INTERACTION AND COMMUNICATION, continued...

- 9.10. These Protocols do not, by themselves, carry the weight of law. Councilmembers are expected to abide by them out of a desire to have a well run City that treats its residents respectfully and with dignity. A governing body that strives to be fair, informed, honest, diligent, dignified, efficient and respectful of others will win the respect and trust of its residents.
- 40.11. If any Councilmember feels that a Protocol is being violated, it is appropriate for that member to discuss it individually with the errant Councilmember. If the City Manager or staff are involved, it is appropriate to discuss it with the City Manager. If this does not resolve the situation, it is appropriate, as a last resort, to bring up the matter within the Future Agenda Item period of a public meeting and ask for the issue to be put on a future agenda.
- 44.12. A principal purpose of the Protocols is to establish or uphold procedures and behavior that win the trust of the public by promoting efficient, productive and civil interaction between Councilmembers. Any Councilmember who habitually ignores these Protocols should expect to be called to task by his or her fellow Councilmembers and by the public.
- 42.13. A Councilmember who originates an idea or program shall continue to be identified as the originator even if the idea or program is pursued by another Councilmember or City official.
- 43.14. Councilmembers may request, through the City Clerk, certificates or other awards recognizing special events, organizations or individuals of importance to the City. All such requests must be approved by the Mayor—, who should ask staff to vet the organization, if necessary. Such certificates or awards are normally to include the name and/or signature of all Councilmembers.
- 44.15. Councilmembers who plan or appear at programs or events which involve the use of City staff or resources shall provide notice of such programs or events to all Councilmembers.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

- 1. The Council and City Manager work together as a solution-oriented team.
- 2. Councilmembers feel free to communicate with the City Manager about any City issues, including resident concerns. However, Councilmembers are also mindful of the City Manager's busy schedule and competing requests for access.
- 3. Complaints or concerns about any City departments or staff are first taken up with the City Manager. It is not appropriate, in any situation, to critique, ridicule, or complain about other staff to any staff person other than the City Manager.
- 4. Councilmembers may routinely ask department heads for information relative to their department. However, inquiries that require extensive research, or reports that may occupy more than cursory staff time should first be discussed with the City Manager, and may require action or approval by the entire Council.
- 5. Department heads report to the City Manager. Councilmembers do not insert themselves into or interfere with that chain of command.
- 6. The Council should expect to be fully and promptly informed by the City Manager or his designee regarding any unusual activities or events of public concern.
- 7. Councilmembers keep a friendly, professional relationship with staff members, but avoid getting involved with personal matters, operational matters, work assignments or projects with any staff other than the City Manager.
- 8. It is staff's role to provide factual, objective, and unbiased information to the Council and the public in its reports. Councilmembers do not interfere or attempt to unduly influence the content of reports being prepared by staff. If a Councilmember disagrees with a staff recommendation, he or she is not obligated to vote for it and is likewise free to attempt to convince his or her colleagues on the Council of his or her position.
- 9. Councilmembers establish action and budget priorities for the City once a year during the annual budget review process.
- 10. Changes from the priorities or budget allocations established during the annual budget review process should be pursued only after careful consideration, as they may involve changes in staff work load and appropriations, and because the original priorities were established with the benefit of a public hearing.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF, continued...

- 11. Councilmembers should bring forward requests for deviations from the established budget priorities only if they involve a degree of urgency that cannot wait until the next budget review.
- 12. Councilmembers may individually ask the City Attorney general questions involving matters related to their performance as City officials. However, inquiries that require extensive research, opinions or reports should first be discussed with the City Manager, and may require action or approval by the Council.

COMMITTEES OF THE COUNCIL

- Committees of the Council serve the entire Council. Committees are not seen as territorial, but neither do Councilmembers interfere in the committee work of others.
- 2. The Council endeavors to define the jurisdiction and area of study of each committee so as to avoid conflicts or overlapping issues.
- 3. Committee members keep the rest of the Council informed of their work, which may include the filing of reports, memoranda or minutes.
- 4. The Council is available to advise committees by placing items about which a committee needs guidance on a Council agenda.
- 5. Each Council meeting agenda should include an opportunity for the making of committee reports. Whenever possible, written reports are provided to the Council prior to the public meeting.
- 6. Committees may recommend a course of action to the Council, but they never supplant the decision-making authority of the Council, unless authority to take specific action is expressly delegated to a committee by a vote of the Council at a public meeting.
- 7. Committee meetings are scheduled and (where applicable) proper public notice is provided through staff. Councilmembers who wish to call a committee meeting do so by asking the City Manager to make the appropriate arrangements.

COMMISSIONS AND BOARDS

- 1. Commission appointments are generally based on the recommendation of one nominee from each Councilmember. The nominations are then subject to approval by the entire Council. The Commissions shall elect a Chair and Vice-Chair from among themselves, which positions shall rotate.
- 2. The Council is responsible to make its vision for the City clear to all appointed and advisory bodies as policy guidance for those bodies.
- 3. The Council holds Commissions and boards to the highest standards of ethical and professional conduct in the performance of their appointed duties.
- 4. Like the City Council, Commissions and boards work for the benefit of the community and never for personal purposes.
- 5. The Council spells out the role, jurisdiction, authority and prerogatives of appointed bodies.
- Commissions and boards are expected to make specific recommendations on matters brought before them, and not merely to pass them on to the City Council for final decision.
- 7. Councilmembers do not dictate the decisions of Commissioners and other board members. Commissioners and board members come to their own conclusions based on the evidence, the city's Municipal Code, and other governing and visioning documents. Substantial consideration is to be given by Commissioners to the recommendations of staff contained in the agenda reports.
- 8. Commissioners are encouraged to discuss questions or concerns about any agendized items with the Commission's staff liaison prior to Commission meetings in order to be prepared to take action at public meetings. Commissioners are to be mindful of undo consumption of staff time and resources.
- 9. Any Commission or board action should clearly state for the record the specific justification for the decision, so that the Council and the public may have the benefit of its reasoning.
- 10. All persons requesting appointment or re-appointment to a Commission or Board shall make written application to the City Clerk. The City Clerk is to acknowledge receipt of each application by letter to the applicant which includes an explanation of the appointment process. The City Council shall provide an opportunity for applicants to come before the Council and be interviewed before nominations are made.

COMMISSIONS AND BOARDS, continued...

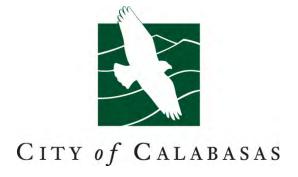
11. All nominations for appointment to a Commission or Board are to be placed on the Council's public agenda with the applicant's name and a copy of the application (with personal information redacted). All nominees are required to appear in person before the Council prior to appointment or re-appointment. The City Clerk shall send a letter to all applicants stating the results of the appointment process in which they participated.

RESIDENT COMPLAINTS

- 1. Upon receiving a complaint from the public, Councilmembers direct that complaint to the City Manager for appropriate staff action and follow-up.
- 2. Councilmembers first ensure that they are in possession of all of the facts and both sides of the story before making any statements to the press or to the complaining party as regarding to fault or what action, if any, the City should take.
- 3. The Council allows staff to handle resident complaints and does not to attempt a direct resolution of the problem. The Council gives staff time to do their job.

CITY COUNCIL PROTOCOLS

ADOPTED BY THE CALABASAS CITY COUNCIL



Adopted February 12, 2014

CITY OF CALABASAS City Council Protocols

PREAMBLE

The Calabasas City Council is charged with taking appropriate, necessary, and timely action to maintain the City of Calabasas as a leading, well-managed, and innovative city at the forefront of desirable California cities.

It is the overall responsibility of the City Council a) to gather information and knowledge; b) to take counsel; c) to keep a long-range perspective; d) to hold itself to the highest standards of ethical and professional conduct in the performance of its duties without regard to personal advantage; e) to be free of favoritism; f) to listen carefully to the public; and g) to conduct a reasonable and reasoned period of discussion prior to making decisions.

To accomplish the above-stated responsibilities, and as guidance for the orderly governance of the City, the Calabasas City Council has adopted the following protocols. Except for those protocols that are based on law, these protocols are voluntary and non-binding. They are set forth here to clarify what has become, over time, successful procedures or best practices for the conduct of civic affairs within our City.

These protocols are intended to be consistent with all legal requirements applicable to the conduct of City affairs. In the instance of any conflict with State or federal law, or with the Calabasas Municipal Code, such State, federal or municipal law requirements will control. In addition, official City meetings are generally conducted pursuant to Roberts Rules of Order.

It is expected that the City Council will renew these protocols periodically, in order to consider appropriate additions, deletions, and/or amendments.

TABLE OF CONTENTS

Page

- 3 GENERAL
- 4 SELECTION OF THE MAYOR
- 5 MAYOR'S ROLE
- 6 CITY COUNCIL PREPARATION
- 7 PUBLIC MEETINGS
- 10 CITY COUNCIL INTERACTION AND COMMUNICATION
- 12 CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF
- 14 COMMITTEES OF THE COUNCIL
- 15 COMMISSIONS AND BOARDS
- 17 RESIDENT COMPLAINTS

GENERAL

- 1. The Council participates in regional, state and national programs and meetings which serve the best interests of the City of Calabasas.
- 2. The Council provides policy direction to the City Manager. The City Manager, through city staff, implements Council policy. The Council does not interfere with the operating decisions of the city, which are the responsibility of the City Manager.
- 3. The City Manager keeps each Councilmember fully, and equally, informed as to all matters of importance to the city, including agenda items, financial conditions, needs of the city, resident concerns, staffing needs, and urgency items.
- 4. The Council endeavors not to burden the City Manager or staff with demands for individual time or attention on matters that the City Manager can better handle with general communications to the Council as a whole.
- 5. The Council looks to the City Manager, staff, commissions and committees for advice on city policies and legislative actions.
- 6. The Council complies with all laws relating to open meetings, public records, and conflicts of interest.
- 7. The Council encourages resident participation in the development of City policies.
- 8. The Council desires the public to be fully informed about decisions that impact the public, and encourages public comment as policies are set.
- 9. The Council makes adequate provision for the training and continuing education of the Council, commissions, and city staff.
- 10. All Councilmembers should receive and review any documents shown or provided by city staff to any other Councilmember.
- 11. Councilmembers inform the City Manager as far in advance as possible of when they will be out of town or otherwise unavailable to conduct city business.

SELECTION OF THE MAYOR

- 1. The Mayor and Mayor Pro Tem are nominated at the second Council meeting in March of each year, and are selected by a vote of their peers on the Council. Each serves for a one-year term. In the customary rotation, the Mayor Pro Tem is nominated to serve as Mayor at the end of the Mayor's one-year term.
- 2. The outgoing Mayor will follow [1] those already in the rotation and [2] first-time elected Councilmember(s).
- 3. The order of the first-time elected Councilmember(s) should be based on the order of finish in the election, with the first-time elected Councilmember receiving the most votes taking the first term, the next in line taking the second, and so on.
- 4. Once a Councilmember's position in the rotation is established, it does not change based upon the future order of election results.
- 5. If the election is canceled, the order of the rotation of the appointed candidates will remain the same.
- 6. The Mayor and Mayor Pro Tem are peers of and serve at the pleasure of the other Councilmembers.
- 7. The Mayor assumes the center chair on the dais and oversees the seating location of the other Councilmembers.

MAYOR'S ROLE

- 1. The Mayor represents the City, is its official spokesperson, and presides over all City Council meetings.
- 2. The Mayor, as well as each Councilmember, recognizes the unique role of representing the City, and takes great care to insure that this always takes precedence over representing oneself or one's own personal agenda.
- 3. It is the Mayor's prerogative to make Council committee assignments from choices provided by Councilmembers. The Mayor accommodates Council choices whenever possible.
- 4. The Mayor informs the Council by copying to them any correspondence sent under the Mayor's signature which relates to city business. The Mayor will also copy the Council on correspondence or email sent under his signature.
- 5. The Mayor, in consultation with the City Manager, sets the agenda for each Council meeting.
- 6. The Mayor or two Councilmembers may place an item on the City Council agenda.
- 7. At a public meeting, the Mayor has discretion to move agenda items and/or to take them out of order to accommodate the needs of the Council or the public.
- 8. In the absence of the Mayor, the Mayor Pro Tem performs the duties of Mayor.
- 9. The Mayor is obliged to act as a facilitator during public meetings. The Mayor ensures that all views are heard and that the meeting progresses in an orderly and timely fashion. The Mayor provides an equal opportunity for each Councilmember to be heard.
- 10. The Mayor is expected to be an advocate for his or her views, just as other Councilmembers are, but not to take advantage of the Mayor's status on the dais to coerce or to advocate in excess of what is allowed to other Councilmembers. The Mayor's role as a facilitator should not be compromised by his or her role as an advocate.
- 11. If a Councilmember, or sub-committee, brings an issue forward to the council, it is appropriate for the Mayor to give that member or committee members the opportunity to speak first on that particular issue.

CITY COUNCIL PREPARATION

- Councilmembers avoid surprising their colleagues or staff. To the maximum extent possible, Councilmembers advise the City Manager in advance of issues or questions they intend to bring up at a public meeting. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting. Getting minor questions resolved with staff prior to a public meeting will shorten meetings and move the agenda forward in a timely manner.
- 2. Councilmembers are prepared for Council or committee meetings, which includes having read all agendas and supporting documentation prior to the meeting.
- 3. Councilmembers stay abreast of regional issues affecting neighboring cities, counties, and the operations of other districts or agencies.

PUBLIC MEETINGS

- 1. Public hearings and discussion items at Council meetings proceed generally in the following order:
 - a. City staff presents a report of the item under consideration.
 - b. Councilmembers have an opportunity to ask questions of staff for clarification or to gather additional information.
 - c. Public testimony is taken from affected parties or members of the public who wish to be heard.
 - d. At the close of public testimony, the Mayor allows staff to respond to any public testimony which staff wishes to supplement or regards as inaccurate or in need of clarification.
 - e. The Mayor allows other Councilmembers to speak first, and then summarizes or provides the final comments before asking for a motion or direction to staff on the item.
 - f. The order of Council comments is at the discretion of the Mayor. If the item under consideration was studied first by a committee of the Council, members of the committee would be expected to lead off the discussion.
- 2. Any Councilmember who desires to recuse himself or herself for conflict of interest or any other reason shall do so as soon as the item is called and shall leave the Council chambers until the item is concluded.
- 3. Any Councilmember may request a continuance of an item on the agenda if that Councilmember needs more time to become fully informed and able to render a decision. However, a continuance need not be granted if a majority of the Council deems it necessary to render a decision at the agendized time.
- 4. If a Councilmember is ill or away for any agenda item of special interest to that Councilmember, the item may be continued or tabled at that Councilmember's request, subject to any applicable statutory time periods, and only if such delay would not be adverse to the City's best interests. However, Councilmembers should not request a continuance without justifiable reason. Bear in mind that the public may attend expecting discussion or action on the issue, staff has prepared reports, and there may be staff or consultants present just for that item. Councilmembers should coordinate with the City Manager about future agendas and their own schedules to avoid missing items that may be of particular interest to them.

PUBLIC MEETINGS, continued...

- 5. If any Councilmember becomes aware of an unexpected issue that may be brought up by a member of the public at a Council, commission or committee meeting, that Councilmember will, as a courtesy, inform the other Councilmembers and the City Manager to the extent legally permissible.
- 6. Councilmembers are expected to attempt to persuade their colleagues to their point of view through reasoned debate, but also to accept the Council's ultimate decision graciously and as final. Councilmembers should not place the City Manager or staff in the position of having to deal with minority positions which do not further established Council policy.
- 7. Public comments are limited to no more than three (3) minutes per speaker, but that time may be reduced at the Mayor's discretion if there are numerous speakers on a particular item.
- 8. The Mayor requests speakers to direct their comments to the Council and not to the audience or to the TV cameras.
- 9. The Mayor controls the meeting, and discourages personal attacks of any kind from speakers by encouraging them instead to productively address the issues at hand.
- 10. The Council listens carefully to the speakers and does not interrupt or engage in debate with the speakers. The three-minute period belongs to the speaker.
- 11. Subject to applicable legal deadlines, the Mayor or any Councilmember may move to refer back to staff any agenda item that is deemed to be incomplete or unready for final decision. The same rule applies to City Commissions.
- 12. A Councilmember may suggest a change in procedure if he or she feels it will be helpful for the conduct of a particular meeting, understanding that the Mayor runs the meeting.
- 13. While unanimity is not required or always possible, the Mayor attempts to find consensus on discussion items.
- 14. Councilmembers make the reasons for their votes clear to their colleagues and to the public. This is particularly important when the Council is divided on an issue.
- 15. The Mayor, Councilmembers, and all Commission and committee members treat everyone with courtesy and respect.
- 16. All participants in a public meeting, including Councilmembers, staff and the public, shall make their remarks succinct, to the point, and as brief as possible. Participants shall avoid repeating remarks already made by others, and may simply state agreement with those particular shared sentiments.

PUBLIC MEETINGS, continued...

- 17. Direction to staff must be determined by a majority of the Council and must be clearly identified at the Council meeting. Tacit approval, or lack of disagreement by others, is not considered direction. The Mayor should ensure that the direction staff receives is clear and represents the majority view of the Council.
- 18. Every Council action should be:
 - a. A reasoned decision that was arrived at in a fair way.
 - b. Not to the personal advantage of any Councilmember.
 - c. Free of favoritism.
 - d. Based on information and opinions from a variety of sources, and particularly, from those who would be most affected.
- 19. Councilmembers do not have private communications, among themselves or with members of the public, via electronic communication devices or otherwise, from the dais during public meetings.
- 20. All members of the public desiring to speak at a Council or Commission meeting shall complete a speaker card which will be made available at all such meetings. The speaker should provide his and her name and city of residence on the speaker card. Speaker cards shall be submitted to the City Clerk or meeting staff prior to the time the item begins. It is within the discretion of the Mayor or meeting chair to accept a late submitted speaker card.
- 21. All meeting participants will tell the truth to the best of their knowledge and ability when presenting testimony or oral comments to the Council or Commission.
- 22. All meeting participants shall conduct themselves in an orderly manner. As a last resort, any person conducting themselves in a disorderly manner may be removed from the meeting room pursuant to California Government Code Section 54954.3(c).

CITY COUNCIL INTERACTION AND COMMUNICATION

- 1. Councilmembers treat each other with the respect and courtesy that is their due as residents and public officials.
- 2. Each Councilmember has the responsibility to initiate action to resolve problems cooperatively and as soon as possible, either directly with other Councilmembers or with the City Manager.
- 3. The Council maintains a respectful decorum, and avoids personal attacks during public meetings, in the press, or at any other time. Legitimate dissent or opposition to another Councilmember's voting record or positions on issues are within the bounds of appropriate political discourse.
- 4. Councilmembers should be sensitive to the negative impact that inappropriate conduct has on the public perception of the City. Councilmembers should be mindful of the fact that they are representatives of the City in all their public activities.
- 5. Councilmembers are flexible and cooperative in filling in for one another at meetings or important functions.
- 6. Councilmembers do not engage in private discussions in violation of the Brown Act. A Councilmember who feels that a conversation is potentially a violation should express his or her concern and immediately withdraw from the conversation. Councilmembers are expected to honor such concerns and immediately cease the conversation even if they do not agree that the Brown Act applies in that particular instance.
- 7. Personal attacks are always off-limits. Councilmembers start with the assumption that other members have the best interests of the City at heart, even if they disagree with their positions.
- 8. If a Councilmember takes a position in the media, or at any public hearing, critical of a decision, or critical of fellow Councilmembers or members' positions on issues, such public comments should stick to the issues under contention and never involve personal attacks. Councilmembers shall be mindful when representing views or making comments and, if they do not reflect the majority of the Council, must claim the comments as their own personal opinion. Positions set forth in writing on City letterhead should clearly indicate if the position stated is one officially voted on by the City Council, or if it only represents the position of the individual Councilmember.

 Councilmembers should avoid expressions, comments, or opinions of city fault responsibility or liability in any matters involing property damage, personal injury or alleged breach of contract or alleged violation of law.

CITY COUNCIL INTERACTION AND COMMUNICATION, continued...

- 10. These Protocols do not, by themselves, carry the weight of law. Councilmembers are expected to abide by them out of a desire to have a well run City that treats its residents respectfully and with dignity. A governing body that strives to be fair, informed, honest, diligent, dignified, efficient and respectful of others will win the respect and trust of its residents.
- 11. If any Councilmember feels that a Protocol is being violated, it is appropriate for that member to discuss it individually with the errant Councilmember. If the City Manager or staff are involved, it is appropriate to discuss it with the City Manager. If this does not resolve the situation, it is appropriate, as a last resort, to bring up the matter within the Future Agenda Item period of a public meeting and ask for the issue to be put on a future agenda.
- 12. A principal purpose of the Protocols is to establish or uphold procedures and behavior that win the trust of the public by promoting efficient, productive and civil interaction between Councilmembers. Any Councilmember who habitually ignores these Protocols should expect to be called to task by his or her fellow Councilmembers and by the public.
- 13. A Councilmember who originates an idea or program shall continue to be identified as the originator even if the idea or program is pursued by another Councilmember or City official.
- 14. Councilmembers may request, through the City Clerk, certificates or other awards recognizing special events, organizations or individuals of importance to the City. All such requests must be approved by the Mayor, who should ask staff to vet the organization, if necessary. Such certificates or awards are normally to include the name and/or signature of all Councilmembers.
- 15. Councilmembers who plan or appear at programs or events which involve the use of City staff or resources shall provide notice of such programs or events to all Councilmembers.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

- 1. The Council and City Manager work together as a solution-oriented team.
- 2. Councilmembers feel free to communicate with the City Manager about any City issues, including resident concerns. However, Councilmembers are also mindful of the City Manager's busy schedule and competing requests for access.
- 3. Complaints or concerns about any City departments or staff are first taken up with the City Manager. It is not appropriate, in any situation, to critique, ridicule, or complain about other staff to any staff person other than the City Manager.
- 4. Councilmembers may routinely ask department heads for information relative to their department. However, inquiries that require extensive research, or reports that may occupy more than cursory staff time should first be discussed with the City Manager, and may require action or approval by the entire Council.
- 5. Department heads report to the City Manager. Councilmembers do not insert themselves into or interfere with that chain of command.
- 6. The Council should expect to be fully and promptly informed by the City Manager or his designee regarding any unusual activities or events of public concern.
- 7. Councilmembers keep a friendly, professional relationship with staff members, but avoid getting involved with personal matters, operational matters, work assignments or projects with any staff other than the City Manager.
- 8. It is staff's role to provide factual, objective, and unbiased information to the Council and the public in its reports. Councilmembers do not interfere or attempt to unduly influence the content of reports being prepared by staff. If a Councilmember disagrees with a staff recommendation, he or she is not obligated to vote for it and is likewise free to attempt to convince his or her colleagues on the Council of his or her position.
- 9. Councilmembers establish action and budget priorities for the City once a year during the annual budget review process.
- 10. Changes from the priorities or budget allocations established during the annual budget review process should be pursued only after careful consideration, as they may involve changes in staff work load and appropriations, and because the original priorities were established with the benefit of a public hearing.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF, continued...

- 11. Councilmembers should bring forward requests for deviations from the established budget priorities only if they involve a degree of urgency that cannot wait until the next budget review.
- 12. Councilmembers may individually ask the City Attorney general questions involving matters related to their performance as City officials. However, inquiries that require extensive research, opinions or reports should first be discussed with the City Manager, and may require action or approval by the Council.

COMMITTEES OF THE COUNCIL

- 1. Committees of the Council serve the entire Council. Committees are not seen as territorial, but neither do Councilmembers interfere in the committee work of others.
- 2. The Council endeavors to define the jurisdiction and area of study of each committee so as to avoid conflicts or overlapping issues.
- 3. Committee members keep the rest of the Council informed of their work, which may include the filing of reports, memoranda or minutes.
- 4. The Council is available to advise committees by placing items about which a committee needs guidance on a Council agenda.
- 5. Each Council meeting agenda should include an opportunity for the making of committee reports. Whenever possible, written reports are provided to the Council prior to the public meeting.
- 6. Committees may recommend a course of action to the Council, but they never supplant the decision-making authority of the Council, unless authority to take specific action is expressly delegated to a committee by a vote of the Council at a public meeting.
- 7. Committee meetings are scheduled and (where applicable) proper public notice is provided through staff. Councilmembers who wish to call a committee meeting do so by asking the City Manager to make the appropriate arrangements.

COMMISSIONS AND BOARDS

- 1. Commission appointments are generally based on the recommendation of one nominee from each Councilmember. The nominations are then subject to approval by the entire Council. The Commissions shall elect a Chair and Vice-Chair from among themselves, which positions shall rotate.
- 2. The Council is responsible to make its vision for the City clear to all appointed and advisory bodies as policy guidance for those bodies.
- 3. The Council holds Commissions and boards to the highest standards of ethical and professional conduct in the performance of their appointed duties.
- 4. Like the City Council, Commissions and boards work for the benefit of the community and never for personal purposes.
- 5. The Council spells out the role, jurisdiction, authority and prerogatives of appointed bodies.
- 6. Commissions and boards are expected to make specific recommendations on matters brought before them, and not merely to pass them on to the City Council for final decision.
- 7. Councilmembers do not dictate the decisions of Commissioners and other board members. Commissioners and board members come to their own conclusions based on the evidence, the city's Municipal Code, and other governing and visioning documents. Substantial consideration is to be given by Commissioners to the recommendations of staff contained in the agenda reports.
- 8. Commissioners are encouraged to discuss questions or concerns about any agendized items with the Commission's staff liaison prior to Commission meetings in order to be prepared to take action at public meetings. Commissioners are to be mindful of undo consumption of staff time and resources.
- Any Commission or board action should clearly state for the record the specific justification for the decision, so that the Council and the public may have the benefit of its reasoning.
- 10. All persons requesting appointment or re-appointment to a Commission or Board shall make written application to the City Clerk. The City Clerk is to acknowledge receipt of each application by letter to the applicant which includes an explanation of the appointment process. The City Council shall provide an opportunity for applicants to come before the Council and be interviewed before nominations are made.

COMMISSIONS AND BOARDS, continued...

11. All nominations for appointment to a Commission or Board are to be placed on the Council's public agenda with the applicant's name and a copy of the application (with personal information redacted). All nominees are required to appear in person before the Council prior to appointment or re-appointment. The City Clerk shall send a letter to all applicants stating the results of the appointment process in which they participated.

RESIDENT COMPLAINTS

- 1. Upon receiving a complaint from the public, Councilmembers direct that complaint to the City Manager for appropriate staff action and follow-up.
- 2. Councilmembers first ensure that they are in possession of all of the facts and both sides of the story before making any statements to the press or to the complaining party regarding what action, if any, the City should take.
- 3. The Council allows staff to handle resident complaints and does not to attempt a direct resolution of the problem. The Council gives staff time to do their job.





CITY COUNCIL AGENDA REPORT

DATE: JANUARY 13, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR

ANDREW BROZYNA, PUBLIC WORKS DEPUTY DIRECTOR Makes By

SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO THE

EXISTING PROFFESSIONAL SERVICES AGREEMENT WITH HUITT-

ZOLLARS, INC. FOR THE LOST HILLS INTERCHANGE PROJECT.

MEETING FEBRUARY 12, 2014

DATE:

SUMMARY RECOMMENDATION:

Staff recommends the City Council to approve an amendment to the existing professional services agreement with Huitt-Zollars, Inc. for the Lost Hills Road Interchange project for \$299,340.

BACKGROUND:

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange. The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and outbound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101, turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this pattern reverses, with the return traffic flowing north along Lost Hills to the 101

westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

The proposed improvements will increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on ramp similar to Parkway Calabasas. The new bridge will consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration will allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on ramp and allow for standard distance between on/off ramps and the adjacent streets. Along with improving the traffic congestion, the bridge will also be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

On September 22, 2010, City Council awarded a contract to Huitt-Zollars for the complete development of plans, specifications and estimates (PS&E) for the Lost Hills Interchange project.

On November 13, 2013, City Council awarded a contract to Parsons Corporation (Parsons) to provide project management, preliminary cost estimating, permitting approvals, and construction administration services for the Lost Hills Interchange Improvement Project.

DISCUSSION/ANALYSIS:

Construction Staging & Fact Sheets

Upon coming on board as the City's project and construction management team, Parsons, a leading authority in Caltrans bridge design and construction, began review of the project plans being prepared by the City's design firm, Huitt-Zollars. Pursuant to the results of the review some design changes were identified that could lead to increased safety measures, shortening of construction schedule, and cost savings that would be realized during the construction phase.

A new construction staging concept is being proposed that would reduce the number of stages from six to four. The concept involves the use of Driver Avenue for temporary access to the Saratoga Ranch and Saratoga Hills communities, allowing for uninterrupted construction work to proceed more safely and expeditiously on the Lost Hills Road/ Canwood Street intersection, Canwood Street, and the future northbound on-ramp. It would also allow for the project's sound walls to be constructed up to one year earlier than originally proposed. It is

estimated that the new concept would reduce the construction schedule by about one month, and save approximately \$300,000 to \$500,000 in construction costs. The concept has been reviewed with community leaders and is endorsed per the letters of support, included as Attachments A and B.

Parsons' review also proposed implementing redesign that would lower Canwood Street so that it would be elevated 8 feet above existing grade rather than 13.5 feet as the street leads toward the Canwood Street/ Lost Hills Road intersection. Elevating Canwood Street by only 8 feet is more ascetically pleasing and less expensive to construct. This can be accomplished by a sound engineering solution that must be presented to Caltrans in the form of a fact sheet for approval. The design plans will need to be updated to incorporate changes based upon the Caltrans approved fact sheets.

Roadway Design and Exploratory Work

Caltrans staff has continued to review the current project plans and provide feedback to the City and their consultants regarding the design. Among the requirements is for additional geotechnical exploration and analysis of both north and south sides of the freeway. This exploration will provide necessary design information to support the safe and efficient design of the proposed bridge and retaining walls for the Interchange. This information will be utilized in conjunction with design revisions required by Caltrans and the plans will be revised accordingly. The required Caltrans revisions will provide for more standardized roadway geometry per Caltrans design standards, and provide a greater visual buffer of traffic on Lost Hills Road from the adjacent communities.

Reproductions and Processing

Each Caltrans and County of Los Angeles submittal for plan and study report review requires a multitude of copies that must be distributed among the various divisions and departments within those agencies. Each copy can consist of hundreds of plan sheets each. Additional budget is required for reproduction and processing to satisfy the submittal needs for both Caltrans and the County.

City staff entered into negotiations with Huitt-Zollars and has successfully reached a not to exceed amount of \$299,340 that is considered to be reasonable for the services requested. A detailed list of services was submitted by Huitt-Zollars, enclosed as Attachment C.

FISCAL IMPACT/SOURCE OF FUNDING:

The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover 100% of the costs under the proposed contract.

REQUESTED ACTION:

Staff recommends the City Council to approve an amendment to the existing professional services agreement with Huitt-Zollars, Inc. for the Lost Hills Road Interchange project for \$299,340.

ATTACHMENTS:

Attachment A: Letter of Support, Saratoga Ranch HOA

Attachment B: Letter of Support, Community Association of

Saratoga Hills

Attachment C: Huitt-Zollars, Inc. Proposal

Attachment D: Draft Amendment No. 3

Attachment E: Professional Services Agreement w/ Amendments

No.'s 1 & 2

ITEM 3 ATTACHMENT A

January 8, 2014

Fax (818) 225-7338

Robert Yalda

Public Works Director/City Engineer for City of Calabasas 100 Civic Center Way Calabasas, CA 91302

Dear Mr. Yalda;

Re:

US-101/LOST HILLS ROAD OVERCROSSING REPLACEMENT AND INTERCHANGE IMPROVEMENT PROJECT

This correspondence hereby confirms that Saratoga Ranch approves using Parsons' 4 instead of 6 phase construction process in connection with the US 101/Lost Hills Road Improvement Project.

President of Saratoga Ranch HOA

Andrew L. Leff

cc: Eric.Spangler@parsons.com

ITEM 3 ATTACHMENT B



C.A.S.H., Community Association of Saratoga Hills - 5221 Edgeware Dr. Calabasas, CA 91301

January 16, 2014

Robert Yalda Public Works Director/City of Calabasas 100 Civic Center Way Calabasas, CA 91302

Dear Mr. Yalda;

RE: US-101/Lost Hills Road Interchange Improvement Project

The Community Association of Saratoga Hills Board (CASH) voted to support the Parsons 4-Stage approach for the construction of the Lost Hills Bridge with the following additions: Install a three way stop at Helmond Dr. and. Parkville Rd. and, as needed, provide screening to protect the residents in the house next to Driver Rd. at Helmond and Parkville from nuisance car headlights and noise. In addition, there must be absolute assurance that the temporary Driver Rd. will be removed.

CASH also voted to support a soundwall design along the freeway similar to the wall on the 118 Freeway near Sycamore Dr., as shown on the attached photo.

CASH discussed the wall along Lost Hills Rd. We now understand that the proposed new elevation of Lost Hills Rd. and the wall will increase the top of wall elevation 16 feet.

Sincerely,

Norman L. Buehring, President

Community Association of Saratoga Hills

Noun I. Bushing



ITEM 3 ATTACHMENT C



HUITT-ZOLLARS, INC • 90 E. Thousand Oaks Boulevard • Suite 201 • Thousand Oaks, CA 91360 • 805.418.1802 phone • 805.418.1819 fax • huitt-zollars com

February 3, 2014

Mr. Robert Yalda City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172

RE: Lost Hills Road Interchange

Additional Services Request No. 3

HZ Project No. R190062.01

Dear Robert:

Huitt-Zollars, Inc. appreciates the opportunity to provide this change order for professional engineering services to the City of Calabasas for the Lost Hills Road Interchange Project.

As you are aware, revisions to previously completed designs and construction documents are required as a result of changes required by Caltrans, as Caltrans staff has continued to review the current project plans and provide feedback to the City regarding the design. Caltrans is also requiring additional geotechnical exploration and analysis of both north and south sides of the freeway to provide additional documentation for the proposed bridge and retaining wall design. This information will be utilized in conjunction with design revisions required by Caltrans, and the plans will be revised accordingly. Newly requested Caltrans' revisions provide for more standardized roadway geometry per Caltrans design standards as opposed to County standards. A fortunate benefit to these changes is a greater visual buffer of traffic on Lost Hills Road from the adjacent communities.

With the support of community leaders, a new cost-saving approach to stage construction has been proposed that involves the use of Driver Avenue, whereby the number of construction stages is reduced from six to four. Further, we have been requested to implement redesign that would lower Canwood Street so that it would be elevated nearly 8 feet above existing grade rather than 13.5 feet as the street leads toward the Canwood Street / Lost Hills Road intersection. This change must be presented to Caltrans in the form of a Fact Sheet for approval. Subsequent to Fact Sheet approval, the plans will be updated to incorporate changes based upon Caltrans-approved fact sheets.

Lastly, in order to expedite the review and approval process, Huitt-Zollars has been asked to provide reproduction and processing services, which is not part of our original scope of work.

A summary of proposed changes and their advantages follows.

Summary of Proposed Changes:	Advantages:
Change to Final Design and Plans, Specifications, and Estimates to Superelevate Lost Hills Road to 4%.	 Increases comfort for drivers on Lost Hills Road Provides greater visual buffer of traffic on Lost Hills Road from Saratoga Ranch and Saratoga Hills Provides more standardized roadway geometry
Revise Lost Hills Road and Canwood Street intersection geometrics	 Lowers the Canwood Street profile Reduces construction impacts on Canwood Street and Parkville Road Reduces construction cost
Change Stage Construction concepts	 Allows for construction of the freeway Sound Wall up to one year sooner Eliminates the left-turn movement to access NB US-101 sooner in the construction period Shorter overall construction duration Reduces construction costs
Add Reproduction & Processing services	• Expedites preparation and delivery of submittals to the reviewing agencies

The set of Final Construction Documents currently includes approximately 240 plan sheets. The changes proposed include revisions to many of the sheets and supporting reports, including the following:

- Title Sheet
- Typical Sections
- Key Map & Line Index
- Layout Sheets
- Profile/Superelevation Diagrams
- Construction Details
- Temporary Water Pollution Control
- Contour Grading
- Drainage Design
- Utility Plans
- Stage Construction & Traffic Handling
- Pavement Delineation

- Sign Plans
- Summary of Quantities
- Retaining Wall Sheets
- Sound Wall Sheets
- Landscape & Irrigation Plans
- Electrical Plans
- Structure Plans
- Roadway Special Provisions
- Roadway Engineer's Estimate
- Draft Hydrology/Drainage Report
- Storm Water Data Report
- Easement Documents

Mr. Robert Yalda HZ Project No. R190062.01 February 3, 2014 Page 3

The proposed fee for revising the final design and construction documents, performing additional geotechnical investigations, and to provide reproduction services is \$299,340.

The Terms and Conditions of the original contract between Huitt-Zollars and the City of Calabasas, dated April 11, 2012, will also apply to the services described herein.

We appreciate the opportunity to submit this change order for additional services and the opportunity to continue providing services to the City of Calabasas. If the scope and fee are acceptable, please sign a copy and return to Huitt-Zollars.

Sincerely,

HUITT-ZOLLARS, INC.

Peter M. Bernard, P.E.

Associate / Project Manager

CA PE No. 69625

Ken Rukavina, P.E.

Vice President / Principal-in-Charge

CA PE No. 42866

q/R190062.01/a/c/a/03 Yalda-Final(P302542.01)

ITEM 3 ATTACHMENT D

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas and Huitt-Zollars, Inc.)

This Amendment No. 3 ("Amendment") to Professional Services Agreement ("Agreement") is made on this **22nd day of January 2014** at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Huitt-Zollars, Inc., 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated September 8th , 2010 in the following fashion:
A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1—Scope of Services as set forth in "Consultant's" [Month, Day, Year] proposal to "City" attached hereto as Exhibit [A-1] and incorporated herein by this reference.
B. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.2—Approved Fee Schedule as set forth in "Consultant's" [Month, Day, Year] fee schedule to "City" attached hereto as Exhibit [B-1] and incorporated herein by this reference.
C. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 Expiration Date of the "Agreement" to read as follows:
3.3 "Expiration Date": D. "City" and "Contractor" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of \$299,340.00.

Initials: (City) _____ (Contractor) ____ Page 1 of 2

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" Huitt-Zollars, Inc.
By: Fred Gaines, Mayor	By: Cliff Wall Chief Financial Officer/Vice President
Date:	Date:
	By: Ken Rukavina, P.E. Vice President, Office Manager Date:
Attest:	
By: Maricela Hernandez, MMC City Clerk	-
Date:	
Approved as to form:	
By:Scott H. Howard, City Attorney	
Date:	

PROFESSIONAL SERVICES AGREEMENT Providing for Payment of Prevailing Wages

(City of Calabasas/ Huitt-Zollars, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and *Huitt-Zollars, Inc.* a Texas Incorporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant;
 - Phase 2 of the development and finalization of Plans, Specifications & Estimates (PS&E's) and the environmental report for the Lost Hills Interchange Project per the September 8th, 2010 Scope of Services provided herein (Exhibit A).
- 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 **Scope of Work dated September 8**th, 2010 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 fee schedule to City attached herein and included in Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": September 22nd, 2010
- 3.4 "Expiration Date": December 31st, 2012

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Million Four Hundred Eighty Thousand One Hundred Dollars (\$1,480,100.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 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.
- Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. *Robert Yalda*, *Public Works Director*, 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,

Initials: (City)

(Contractor)

Page 2 of 19

86519.1

notify the City, in writing, of any:

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

- (2) Subsurface or latent physical conditions at the site differing from 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. <u>COMPENSATION</u>

- 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.

Initials: (City)

(Contractor) A

Page 3 of 19

86519.1

- This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in 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. <u>CONFIDENTIALITY</u>

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)

Page 4 of 19

86519,1

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

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

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:

Note: Consultant shall be responsible on making sure that all current insurance certificates and/or documents are submitted to the City of Calabasas Risk Manager and Office of the City Clerk regularly; Public Works Director must be notified of such submittals.]

- 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 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 and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

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 – 3172

Attn: Finance Department (for bills &

invoices)

Attn: Robert Yalda, P.E., T.E.,

Public Works Director/City Engineer

(for notices, reports, etc.)
Telephone: (818) 224-1600
Facsimile: (818) 225-7338
With courtesy copy to:

Michael G. Colantuono Colantuono & Levin, PC 11364 Pleasant Valley Road Penn Valley, CA 95946-9000 Telephone: (530) 432-7359 Facsimile: (530) 432-7356 If to Consultant:

Huitt-Zollars, Inc.

90 E. Thousand Oaks Blvd.

Suite 201

Thousand Oaks, CA 91360 Telephone: (805) 418-1802

Facsimile: (805) 276-1976

16. SURVIVING COVENANTS

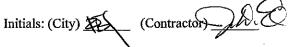
The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, 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 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.

- 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

19.1.1

- 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:
 - 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.

Initials: (City) (Contractor) (Contractor)

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.

19.1.

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. Fach 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 onehalf 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

AL DE

Initials: (City)

(Contractor) DE

Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//Huitt-Zollars, Inc.

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) 10.60

Page 14 of 19

Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas/Hultt-Zollars, Inc.

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

"Consultant"

City of Calabasas	Huiti-Zollars, Inc.
By: Mary Sue Maurer, Mayor	By: Jim & Faul, P.E. #52258 Vice President/Principal-In-Charge
Date: 4/11/12	Date: 2-17-2012 By: WWW.
Attest:	Hon Rukavina, Vice President CLIFF WALL, SVP, C Date: 3/22/12
By: Swer Pei 1 Cwen Peirce, City Clerk	<u></u>
Date: 4/11/12 Approved as to form:	
By: 4/1/2	

Michael G. Colantuono, City Attorney

"City"

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" Huitt-Zollars, Inc.
By:	By:
Mary Sue Maurer, Mayor	Jim B . Faul, P.E. #52258 Vice President/Principal-In-Charge
Date:	Date: 2-17-2012
	By:
	Ken Rukavina, Vice President
Attest:	Date:
By: Gwen Peirce, City Clerk	_
Date:	
Approved as to form:	
By:	

EXHIBIT A

A-1

EXHIBIT A

Lost Hills Road Proposal for Final Engineering & Environmental Services September 2010

刊用什么利利的,

SCOPE OF SERVICES

TASK 1.0 PROJECT MANAGEMENT

Based upon the City's letter dated September 17, 2008, the City will provide for project management as a whole. Consultant will provide for coordination of all planning, environmental and design efforts necessary for project submittal and agency processing. Consultant will attend meetings (arranged and run by the City) with Caltrans and other agencies as necessary for processing plans, reports, and related documentation approval.

Task 1.2 Monthly PDT Meetings

CONSULTANT shall attend up to 5 PDT meetings with CITY and Caltrans staff and other representatives from resource agencies as necessary. Minutes shall be prepared by the City. The City will prepare an Action Item list and a Deliverables Status Matrix for each PDT meeting.

Task 1.3 Monthly Progress Reports

CONSULTANT shall prepare up to 24 monthly progress reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates. CONSULTANT shall mail progress reports with the monthly invoices.

Task 1.4 Project Schedule

CONSULTANT shall, within 2 weeks of Notice to Proceed (NTP), provide to the CITY and Caltrans a detailed project baseline schedule, indicating milestones, major activities and deliverables, for review and comments. CONSULTANT shall update the schedule on a monthly basis to coincide with the Invoices or as required.

Task 1.5 Quality Control

CONSULTANT shall have a quality control plan in effect during the entire course of the project. CONSULTANT shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected and back-checked for accuracy and completeness. CONSULTANT shall review environmental and engineering subconsultant report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards. Engineer shall adhere to Caltrans District 7, QC/QA guidelines.

Task 1.6 Cost Accounting/Invoicing

The CONSULTANT shall prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures include direct labor costs, other direct costs and sub-consultant costs. These reports shall be included as supporting data for invoices presented to the CITY every month.

Task 1.7 Project Files

Project Files, other than CONSULTANT's, shall be maintained by the City.

Task 1.8 Permits

CONSULTANT shall prepare necessary encroachment permits applications and rights of entry.

Task 1.9 Value Analysis (VA) Support

Based on guidance in Chapter 19 of the PDPM, and detailed in the Caltrans VA Team Guide and Report Guide — Third Edition, April 2003, a VA Study is to be required for this project. CONSULTANT will support the City efforts and provide one technical staff person to participate in the VA study managed and led by the City. CONSULTANT will provide technical information related to the project alternatives. The City will prepare the VA Study report.

PHASE II: PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

TASK 4.0 TRAFFIC REPORT

Task 4.4 Final Traffic Study

CONSULTANT will revise the TIS based on the City's and Caltrans final comments and submit the four (4) copies of the Final TIA to the City for public review. The text, graphics and analysis will be modified as needed. If additional time or additional analysis is required, we will notify you and request a contract modification at that time, only if necessary.

Task 4.5 Public Hearing / Meetings

CONSULTANT assumes three (3) meetings related to this project. This may include project team meetings, a City staff meeting, and/or public hearings.

Task 4.6: Traffic Analysis of Alternative 7

CONSULTANT will revise the Traffic Analysis to include Alternative 7. The revisions will include updating the 2012 and 2040 level of service analyses for the study area intersections, freeway mainline segments, and freeway on/off ramps. A summary of the results will be included in the revised Traffic Analysis. Also included in the concept for Alternative 7 is the addition of a traffic signal at the intersection of Lost Hills Road and Canwood Street. CONSULTANT will prepare a Signal Warrant Analysis for this intersection that is consistent with the California Manual for Uniform Traffic Control Devices and Caltrans. The Signal Warrant Analysis will be incorporated into the Traffic Analysis.

TASK 5.0 PRELIMINARY ENGINEERING

Task 5.3 (formerly 4.1) Preliminary Foundation Report (PFR)

The scope of our services for the PFR will consist of the following:

- Review of readily available background materials, including geologic maps and published literature, stereoscopic aerial
 photographs, in-house information, and existing plans for the Lost Hills Road Bridge.
- Geotechnical site reconnaissance to observe the general site conditions.
- Data compilation and geotechnical analyses of the information obtained from our background review and site
 reconnaissance. Our analyses will include the evaluation of general subsurface conditions, seismicity, and the existing
 foundations for the Lost Hills Road Bridge.
- Preparation of a PFR presenting the results of our background review and geotechnical analyses, and findings, conclusions, and preliminary foundation recommendations for the subject project.

Task 5.4 Structures Advanced Planning Study (APS)

CONSULTANT shall complete a Structure APS for the preferred alternative. The APS shall assist in the development of project costs, feasibility, constructability and cost. Preparation of the APS shall begin with review of background information including: as-built structure plans, bridge maintenance records, preliminary bridge site data, and previously prepared geometric and bridge studies. The APS shall take into consideration foundation requirements, cost, ease of construction and aesthetics. CONSULTANT shall prepare the APS plan sheet using the standard Caltrans Bridge General Plan format which includes a plan, elevation and typical section. CONSULTANT shall prepare a Design Memo summarizing important assumptions and considerations involved in the advanced planning study effort. CONSULTANT shall prepare a Preliminary Cost Estimate for the bridge type based on approximate quantities and historical construction costs for similar projects. APS shall be prepared in accordance with Caltrans OSFP Information and Procedures Guide, Section 3-2, and Caltrans Bridge Memo to Designers, Section 1-8. The APS shall be prepared using English units. After review by the CITY and Caltrans, CONSULTANT shall incorporate all comments into the final APS.

Deliverable: Structures APS package that shall be provided for inclusion in the Project Report as an attachment.

Task 5.7 (formerly 8.6) Stage Construction Concept

CONSULTANT shall complete conceptual stage construction designs for the preferred build alternative. The stage construction design shall assist in determining constructability, staging sequence, potential detours, construction schedule duration and costs associated with the project.

Task 5.8 (formerly 8.7) Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare a Preliminary TMP. The Preliminary TMP shall address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans and other factors related to traffic management during construction.

Task 5.10 (formerly 8.8) Engineer's Estimate

CONSULTANT shall develop Project Report-level construction and right-of-way cost estimates. The estimate shall be in Caltrans estimate format using escalation cost factors.

Task 5.11 Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Noise Abatement Decision Report. The purpose of the Noise Abatement Decision Report (NADR) is to:

- summarize the conclusions of the Noise Study Report (prepared by others as part of the ED) relating to acoustical feasibility and the reasonable allowances for abatement evaluated,
- · present the engineer's cost estimate for evaluated abatement,
- present the engineer's evaluation of non-acoustical feasibility issues,
- · present the preliminary noise abatement decision, and
- present preliminary information on secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, biology, etc.).

This report must be signed and sealed by a California licensed professional civil engineer.

Deliverables: Draft and Final Noise Abatement Decision Report.

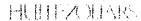
TASK 6.0 PROJECT REPORT AND FACT SHEETS

Task 6.1 Draft PR

The PR will discuss feasibility, costs, and overall impacts of the proposed project. The PR may include a discussion of constructability and comparative costs of construction methods and staging options resulting from the Value Analysis performed in the PS&E scope. The format and content of the PR will follow the outline contained in Caltrans Project Development Procedures Manual. As work progresses, the level of detail to be provided may vary from the outline and as directed by Caltrans and CITY.

The PR will include graphics, key location plans, strip maps, 100-scale geometric plans (at 11"x17" size), typical sections and concept plans of non-standard design features as necessary. The PR will summarize appropriate background information, the methodology used, the resulting data and information defining the impacts and benefits of the alternatives.

Caltrans, CITY and other stakeholders will complete reviews of the draft PR. A PDT meeting may be held after reviews are complete, but before comments are formalized, to discuss the comments from the reviewers. This forum provides the opportunity to openly discuss conflicting comments with the reviewers present, to dispense of easily addressed/explained and duplicate comments and to gain concurrence on the comments to be incorporated in the final PR. Subsequent to this



meeting, one set of formal comments will be compiled. This approach has expedited reviews on other projects and would be anticipated to be very effective for this project.

Deliverables: Draft PR

Task 6.2 Fact Sheets and Final PR

Once a Preferred Alternative has been selected, non-standard features of the Preferred Alternative will be discussed at the PDT meetings to assess options for eliminating the non-standard features and gain concurrence for requesting design exceptions. Proposed non-standard features will be defined for documentation in design exception Fact Sheets.

Draft Mandatory and Advisory Fact Sheets would be prepared and submitted to the City and Caltrans for review. One set of comments from the City and one set of comments from Caltrans would be received at a Comment Review meeting. All comments would be discussed to ensure they are properly addressed. A comment response matrix would be prepared and submitted (along with Final Fact Sheets) to the City and Caltrans for approval and signature.

ENGINEER will review and incorporate comments on the draft PR and prepare a final PR for CiTY and Caltrans approval. The Final PR will also address changes in the improvement alternatives and cost estimates arising from the environmental studies such as environmental mitigations or avoidances.

Deliverables: Draft and Final Mandatory and Advisory Fact Sheets, Final PR

TASK 7.0 ENVIRONEMNTAL DOCUMENT

7.3 Environmental Technical Reports

7.3.1 Community Impact Analysis, Land Use, and Growth Studies

7.3.1.1 Review of Relevant Planning Documentation

CONSULTANT will review county General Plan polices, and any relevant specific plans. City general plans provide broad policies as guidelines for development within its cities. General plans are relied on to provide direction when making future land use and public service decisions. All community plans, specific plans, subdivisions, public works projects, and zoning decisions must be consistent with a county's general plan.

CONSULTANT will evaluate the general land uses adjacent to the proposed project boundaries and sphere of influence. Land use planning may encounter constraints from natural environmental factors such as flood hazards, steep slopes, endangered species and habitat, unstable slopes, liquefaction and active faults.

All CEQA Environmental Checklist significance criteria will be assessed. A project causes a potentially significant impact if it would:

- Physically divide an established community
- Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or miligating an environmental effect
- Conflict with any applicable habitat conservation plan or natural community conservation plan

In addition, all sections will be completed: environmental setting/existing conditions; applicable plans, standards and regulations; alternatives analysis of impacts; and cumulative analysis of impacts.

HIRIT A MINK

Lost Hills Road Proposal for Final Engineering & Environmental Services September 2010

7.3.1.2 Initial Site Assessment

After the initial field survey, CONSULTANT proposes a four-step environmental investigation for the ED. This process consists of the following steps:

- Develop complete project description and map(s);
- · Review relevant literature, maps and inventories;
- · Coordinate with resource and regulatory agencies for information gathering purposes only; and
- Verify research findings in the field.

CONSULTANT will perform the tasks discussed below to complete the ED for this project.

Data Collection and Review

CONSULTANT will consult the relevant literature, maps, inventories, and consult with the appropriate resource and regulatory agencies. We will prepare a land use inventory based on the City's General Plan and zoning designations for the project vicinity.

The cultural resources record search will be conducted with the cultural resources information center. This records search will identify all previous cultural resources investigations that have been conducted and all known archaeological sites that have been recorded within one mile of the project site. The search will also identify any properties listed or determined eligible for listing on the National Register of Historic Places (NHRP), the California Register of Historical Resources (CRHR), National and State landmarks, and California Points of Historical Interest located within one mile of the site.

In addition, a paleontological resources records search will be conducted with to determine the extent and results of previous paleontological resources studies in the project vicinity.

A biological resources literature review will be performed to determine whether there are any existing records for potential sensitive species or habitats within the project vicinity. This literature review will include a review of the California Natural Diversity Database (CNDDB) and the California Native Plant Society's Electronic Inventory (CNPSEI) for information relevant to the project sites. These sources address both federal and state threatened, sensitive, candidate, and endangered species.

After this information is gathered, a site visit by qualified personnel will be conducted to verify the data collected during the review. This site visit will be limited to a walking and windshield survey of the project area with photographs. A Biological Assessment (BA) and a Natural Environmental Study (NES) will be prepared.

7.3.2 Water Quality Assessment

A technical Water Quality Assessment will be prepared describing potential environmental impacts on water quality from the construction and operation of proposed project, consistent with the latest Caltrans protocol. The Water Quality Assessment will include an executive summary, a description of the purpose of the Assessment, a description of the proposed project (including, project location, surrounding land uses, project background, project schedule, and alternatives), and a description of the affected aquatic environment. Using available information, the description of the affected aquatic environment will include the physio-geographic setting, regional hydrology and drainage, local hydrology and drainage, infrastructure, floodplain (where applicable), wellands, water quality, fisheries resources, groundwater, groundwater levels, and groundwater quality.

The Water Quality Assessment will evaluate potential project impacts during construction and in the post-construction operation period. Construction-phase impacts include, but are not limited to earthwork, equipment maintenance, refueling, vegetation removal and revegetation, and roadway surfacing. Operations-phase impacts evaluation will include potential waters and wetlands impacts, including physical impacts (alterations in the intrinsic properties of water such as temperature, flow characteristics, and sediment load), chemical impacts (e.g., the proposed project effect on minerals,

dissolved gases, soluble and particulate organic compounds, suspended inorganic sediments, and toxic substances such as heavy metals and pesticides), and biological impacts (e.g., altered biological community populations, species richness, or diversity of aquatic plants and animals, either within the water body or areas associated with the water body). Potential water quality impacts will be discussed based on the environmental evaluation and existing pertinent regulatory requirements. The Water Quality Assessment will be primarily a qualitative assessment and include incorporation of any selected stormwater quality BMPs identified in the project design and Stormwater Pollution Prevention Program (SWPPP) as prepared by CONSULTANT.

In order to complete the Water Quality Assessment, the following information is required: existing conditions and project conditions engineering designs, maps or CAD drawings for the alignments, total change in impervious area calculated, local topography; storm drain system for the project site (maps or CAD), drainage areas and direction of flow for project catchments and any run-on areas, existing stormwater quality and quantity BMPs implemented in the project area (maps or CAD, type, and design characteristics), storm drain master plan for the area; wetlands delineation, biological report/assessment; geotechnical report, and water quality/quantity data for the receiving water. Where data is not available, assumptions used in the evaluation will be clearly identified.

Report

CONSULTANT will prepare one Draft and one Final Water Quality Assessment Report and that will describe existing conditions, identify potential impacts and recommend mitigation measures to reduce those impacts. CONSULTANT will incorporate up to two rounds of comments into each document. Any further changes to the reports will be conducted on a time and material basis.

7.3.3 Air Quality Analysis

Existing air quality conditions will be described based on the most current 3 years of air quality data from the nearest monitoring station operated by the South Coast Air Quality Monitoring District (SCAQMD). The analysis will contain a discussion of the air quality regulations, including Ambient Air Quality Standards, Regional Transportation Improvement Program (RTIP), and Air Quality Management Plan (AQMP) that are applicable to the project.

Short-term potential effects on air quality associated with roadway construction will occur due to blowing dust during grading, emissions produced from both heavy equipment, and worker commutes and haul trucks required for the delivery of building materials. Additionally volatile organic compounds (VOCs) are produced from paving activities.

Assessment of the long-term air quality impacts as a result of roadway improvement projects such as interchanges differ in several respects from development projects requiring a different methodology. Land use development such as residential or commercial uses generates vehicle trips once in operation, which increases air pollutant emissions both locally and within the air basin as a whole. Development projects may also contribute to traffic congestion, which can decrease the efficiency of motor vehicles and cause further increases in air pollutant emissions. Proposed roadway improvements including the proposed interchange project, do not generate vehicle trips, but rather, divert vehicle trips to the locality of the re-aligned roadway segments within the proposed interchange. Long term air pollutant emissions are not increased in the air basin as a result of an interchange project. Interchange projects tend to reduce air pollutant emissions by reducing traffic congestion.

Impacts

Implementation of the proposed land uses would create emissions both during construction and the subsequent use of the expanded facilities. Air quality impacts will be based on significance criteria provided by the SCAQMD as presented in the CEQA Air Quality Handbook as well as the provisions set forth in the federal and State Ambient Air Quality Standards. The Air Quality Report will analyze for the impacts for up to six alternatives.

Construction Impacts

Emissions produced from both heavy equipment and dust from grading during the construction effort shall be based on methodology provided with the Roadway Construction Emissions Model, version 5.1, distributed by the California Air Resources Board (CARB). Emissions for these operations will be calculated and compared with SCAQMD daily threshold values and De-minimus Thresholds under the Federal Conformity Analysis procedures to assess their significance. These emissions shall also be assessed for their potential to exceed the Localized Significance Threshold values recently instituted by the SCAQMD using the USEPA SCREEN3 and/or ISC3 dispersion models as appropriate. The analysis of construction impacts will also evaluate the project potential to release asbestos due to soil disturbance and soil type in the project area.

Operational Impacts

Localized long-tem impacts of the proposed interchange project will be analyzed using the "Transportation Project-level Carbon Monoxide Protocol" published by Caltrans. The analysis of operational impacts will also provide a project level PM₁₀ and PM_{2.5} analysis using guidance provided in the "Final Technical Report, Particulate Matter and Transportation Projects, An Analysis Protocol (UC Davis, 2005)," U.S. Environmental Protection Agency (U.S. EPA) "Transportation Conformity Rule: PM_{2.5} and PM₁₀ Hot-Spot Analysis in Project-Level Transportation Conformity Determinations for the PM_{2.5} and PM₁₀ National Ambient Air Quality Standards (EPA420-F-06-022, February 2006)," and the U.S. EPA "Transportation Conformity Guidance for Qualitative Hot-Spot Analysis in PM2.5 and PM10 Non-attainment and Maintenance Areas. (EPA420b-06-902, March 2006)."

In addition to the daily threshold values promulgated by the SCAQMD, a project may also be significant if it is not consistent with the Air Quality Management Plan. This is where the project shall be considered with regard to the goals and projections of the Air Quality Management Plan. The air quality analysis will include this consistency review prepared in accordance with CEQA guidelines.

Mitigation Measures

Daily emissions in excess of those threshold levels contained in the *Handbook*, Caltrans and U.S. EPA Guidance, and excessive localized impacts will be deemed significant, as will inconsistency with the AQMP. Mitigation measures will be proposed for all significant impacts. Mitigation measures for construction-related impacts will center on equipment limitations and controls, dust control measures, and low VOC types paving material. Mitigation measures for project-generated long-term impacts will be addressed using the Federal Conformity Analysis guidance.

Cumulative Impacts

In accordance with SCAQMD methodology, any project that cannot be mitigated to less than a level of significance is also cumulatively significant as it adds a significant volume of pollutants to a non-attainment area and thus jeopardizes the attainment status. The results of the impacts analysis will then be used for the basis of a cumulative impact.

Report

CONSULTANT will prepare one Draft and one Final Air Quality Impact Analysis Report and that will describe existing conditions, identify potential impacts and recommend mitigation measures to reduce those impacts. CONSULTANT will incorporate up to two rounds of comments into each document. Any further changes to the reports will be conducted on a time and material basis.

7.3.4 Biological Resources Survey and Natural Environmental Study (NES) Report

7.3.4.1 Biological Resources Survey

Based on a preliminary review of the proposed project and CONSULTANT's knowledge of the biological resources present in the general vicinity, the following resources may be affected by project implementation: native trees including oaks subject to the LA County Oak Tree Ordinance, and remnant coastal sage scrub habitat areas located in the north east portion of the project area.

CONSULTANT will conduct a literature review and site visit to determine if there are any existing records of listed and/or sensitive plant and wildlife species occurring on or in the vicinity of the site. This task will include a review of the California Natural Diversity Database (CNDDB), the California Native Plant Society's Electronic Inventory (CNPSEI), the General Plans for the County of Los Angeles and City of Calabasas, biological information included in reports previously prepared for this project or adjacent projects will be reviewed. CONSULTANT assumes that City will provide any project plans, topography, boundary surveys, and reports that may be available and that may provide insight into the previous uses of the site. After the literature search, a biologist familiar with the resources associated with the project vicinity will conduct a biological reconnaissance survey of the project site. The biologists will document the presence of common and sensitive biological resources. The field survey will focus primarily on determining the potential presence of federal- or state-listed as threatened or endangered, or otherwise sensitive plant and wildlife species (e.g. California gnatcatcher) and sensitive habitats on the site. During the surveys, all plant communities within the project footprint will be mapped. The communities will be mapped on a topographic map (we will assume maps suitable for mapping vegetation communities in the project area will be provided by the client). If a topographic map is not available, then CONSULTANT will utilize base maps or aerial photography of the site that are available to the public on the Internet or through commercial map and image databases. A qualitative description, including the type of vegetation communities and relative extent of these communities, will also be provided.

For efficiencies of scale, CONSULTANT plans to conduct the Biological Resources Survey field work within the spring bird nesting season and within the blooming period for sensitive plants potentially onsite, therefore reducing the need for focused surveys.

Please note that the reconnaissance survey may not suffice as focused surveys for all sensitive species due to the fact that the proposed survey may not occur within the appropriate blooming or survey periods. If focused surveys for sensitive species are required, CONSULTANT would be pleased to provide these services as outlined under Optional Scope.

CONSULTANT will conduct a preliminary assessment of the Project site to identify potential United States Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the Clean Water Act and California Department of Fish and Game (CDFG) jurisdiction pursuant to Section 1602 of the State of California Fish and Game Code. Suspected jurisdictional areas will be field checked for the presence of definable channels and/or wetland vegetation. Suspected USACE/CDFG jurisdictional areas will be field checked for the presence of riparian vegetation, definable channels, and Ordinary High Water Marks (OHWMs).

For efficiencies of scale, CONSULTANT anticipates that jurisdictional waters can be defined in the Biological Resources Survey and documented in the NES with sufficient accuracy for Environmental Permit processing, based on the limited resources present onsite.

if, based on the observations of the reconnaissance survey, a formal delineation of jurisdictional waters is warranted, CONSULTANT would be pleased to provide this service as outlined under Optional Scope.

7.3.4.2 Natural Environment Study (NES) Technical Report

After completing the field surveys, CONSULTANT will prepare a NES technical report that will follow the most recent version of a Caltrans Natural Environmental Survey for a project with Minimal Impacts (i.e. NES MI) report that will include the following sections: (a) summary, (b) introduction, (c) methods used to conduct the surveys, (d) existing conditions of biological resources on the site, (including sensitive species and sensitive plant communities discussions), recommended focused surveys (if any), and (e) project impacts (if any), (f) mitigation measures (if any), (g) permits required (if any), and (h) references cited. Lists of wildlife and plant species observed during the surveys will be included as an appendix. The technical report will summarize the results of the biological survey/habitat assessment and will include current photographs and maps documenting site conditions and the location of any sensitive species or potential waters or wetland areas that may be present. A sensitive species list that includes wildlife and plants observed or expected to occur on the site will also be provided. The report will include up to six graphics including a vicinity map, sensitive species/habitat location map (if

present), and photographs of the site. The report will contain approximately 20 pages of text and tables and up to 8 pages of appendices. Field datasheets and plant and wildlife species lists will be included as appendices to the report. One copy of the draft technical report will be provided to the client for review within 3 weeks of completing the surveys. Copies of the final document will be put on CD ROM using Auto CAD 2007 field format. Electronic files will have the engineer's electronic signature and seal (provide by the project engineer). CONSULTANT will incorporate one round of comments into the final report within 2 weeks of receiving comments on the draft report. Four copies of the final technical report and will be provided to the client.

7.3.5 Cultural Resources and Historic Property Surveys and Reports

Cultural Resources Section 106 Report

Prior to initiating the Cultural Report, CONSULTANT will attend a Coordination Meeting with Caltrans. Section 106 consultation with the State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP) is Caltrans and FHWA's responsibility. CONSULTANT will prepare an Area of Potential Effect (APE) map for review, approval, and signatures by Caltrans. The review of this map will need to occur prior to the initiation of field surveys. It is assumed that Caltrans will require an Archaeological Survey Report (ASR), a Historic Resource Evaluation Report (HRER), and a Historic Property Survey Report (HPSR). The HPSR serves as the summary document for the ASR and HRER reports.

Area of Potential Effect (APE) Map

The APE includes properties to be directly affected by the project, plus adjacent properties. The APE map is a large-scale (1"=200") map or aerial photo showing the APE boundary (to be defined by Caltrans through consultation) and existing and proposed roadways and rights-or-ways. The APE map will include the locations of any cultural resources existing within the APE.

An APE will be prepared with two revisions, Any change to the proposed project area may change the APE. Any further changes to the APE will be conducted on a time and material basis.

Archaeological Survey Report (ASR)

A complete records search will be obtained from the San Bernardino Archaeological Information Center located at the San Bernardino County Museum, Redlands. The records search will provide information on previously recorded cultural resources in the project vicinity and identify whether all or portions of the project area have been previously surveyed for cultural resources. Copies of reports of any previous surveys will be obtained, if necessary.

Historic Resource Evaluation Report (HRER)

This study will determine if the project has the potential to adversely impact historic properties. Based on a site visit, it does not appear that historic properties are located in the project vicinity. A discussion of the findings of this study will be presented in the format of an HRER, if necessary. CONSULTANT will incorporate up to one round of comments into the draft and final reports. Any further changes to the reports will be conducted on a time and material basis.

Historic Property Survey Report (HPSR)

The HPSR is the summary document Caltrans uses as its consultation and decision-making document. The HPSR provides a summary of findings, project description, summary of identification efforts, public participation, cultural resources identified, no historic properties affected finding (as appropriate), informal views, exhibits, maps, and back-up reports. CONSULTANT will incorporate up to one round of comments into the draft and final reports. Any further changes to the reports will be conducted on a time and material basis.



7.3.6 Hazardous Materials - Initial Site Assessment

CONSULTANT will perform an Initial Site Assessment (ISA) for hazardous materials based generally on the objectives outlined in the American Society for Testing & Materials (ASTM) Standard for Environmental Site Assessments: Phase I Environmental Site Assessment Process E-157 – 2000 Edition, guidelines. Our services will consist of the following:

- Review title and/or lease records, if provided by the client, for the site and properties located adjacent to the proposed interchange to evaluate past site uses and their possible impact on the current environmental condition of the site. Review maps and reports of past assessments and corrective actions, if provided by the client, for the site and properties adjacent to the project. Review readily available historical aerial photographs and topographic maps of the site and vicinity. Obtain and review a computerized database search of readily available government environmental lists for properties located within approximately one-eighth mile of the project site.
- Perform an overview site reconnaissance to visually evaluate areas of possibly contaminated surface soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls and possible risks of contamination from activities at the site and at properties adjacent to the proposed project. CONSULTANT will observe properties from public rights-of-way only.
- Contact regulatory agency representatives, as may be available, to discuss the current status of site assessments
 and/or corrective actions at the site and properties located adjacent to the site, which appear on the computerized
 database search. Our scope of services includes review of up to three regulatory agency case files for site properties.
 If review of additional site property case files or review of off-site case files is warranted, CONSULTANT will contact
 the client to request a budget revision.
- Prepare an ISA report. The report will document work scope findings and provide a discussion of findings, conclusions, and recommendations regarding the current environmental condition of the site.

Deliverable: Draft and Final ISA.

7.3.7 Aerially Deposited Lead Report

An ADL study will include preparation of a health and safety plan, drilling and sampling of up to 20 soil borings to a maximum depth of 5 feet below ground surface in unpaved project areas. Samples will be analyzed for total lead; half the samples will be analyzed for soluble lead. Ten percent of the samples collected will be analyzed for pH, TCLP lead, and Title 22 Metals. A report will be prepared providing recommendations for handling and offsite disposal of soil disturbed during construction. CONSULTANT has assumed that no permits will be required, that traffic control will not be needed, and soil cuttings will be placed back into the auger holes. Decontamination water will be disposed on the site and will not enter storm drain systems. This scope of work for the ADL study does not include groundwater sampling, preparation of a work plan, or a lead compliance plan.

Deliverable: Draft and Final Aerially Deposited Lead Study.

7.3.8 NOISE STUDY REPORT

CONSULTANT will prepare a Highway Noise Study Report (NSR) in the preparation of the PA/ED for the US 101/Lost Hills Road interchange. The study will address the sound wall location and heights to provide noise abatement to the single-family residential area on the northbound side of US 101 and west of Lost Hills Road.

7.3.8.1 Administration

CONSULTANT will prepare a work study plan that is in conformance with the City of Calabasas and Caltrans study requirements. CONSULTANT will review the plan with Caltrans via teleconference to clarify potential issues and to obtain concurrence.

CONSULTANT does not envision needing access to Caltrans right of way.

CONSULTANT will maintain project files related to the preparation of the NSR. CONSULTANT will prepare, circulate and file correspondence and memos as appropriate.

7.3.8.2 Meetings

CONSULTANT has budgeted one project/coordination with Caltrans and the City of Calabasas and one internal team meeting for the duration of the NSR project. CONSULTANT assumes that there will be no public meetings.

7.3.8.3 Work Plan

CONSULTANT will prepare a work plan to provide information on locations chosen for noise monitoring and to describe the proposed noise analysis strategy that will be employed during the noise study.

7.3.8.4 Draft Noise Study Report

CONSULTANT will prepare a Noise Study Report (NSR) using methods and procedures consistent with FHWA 23 CFR Part 772, the latest Caltrans Noise policies, the Caltrans Traffic Noise Analysis Protocols and standard acoustical practices and reasonable engineering judgment.

CONSULTANT will use topographical information, aerial photographs, Caltrans traffic data, maps and field visit in the preparation of the NSR. Noise-sensitive land uses in the study areas will be identified in the field and through a review of maps and aerial photographs of the project areas. CONSULTANT assumes that the study area will include residential areas within 500 m of the freeway. For the purposes of this study noise sensitive land uses eligible for soundwalls include single and multi-family residences.

Noise receiver locations and noise measurement locations will be identified from aerial photographs, topographical maps and from field visits using standard acoustical practice and good engineering judgment.

Twenty-four hour noise measurements will be performed to determine the "worst-hour" for noise. Supplemental sampling of the noise levels will be performed at other locations and adjusted to worst-hour in accordance with Caltrans procedures. Sound level monitoring systems will be ANSI Type 1 and measurements and calibration will be conducted using the procedures outlined in the "Technical Noise Supplement, TeNS." Traffic counts, including traffic mix and traffic speed, and meteorological conditions will be recorded during the worst-hour conditions. Those locations where existing worst-hour noise levels approach Caltrans Noise Abatement Criteria of 67 dBA, noise barriers will be considered for mitigation.

The FHWA TNM 2.5, traffic noise model will be used to evaluate the location, height, length, and effectiveness of barriers in the study area. TNM 2.5 will be used to calculate the noise levels at noise sensitive locations for the existing situation and for future projected worst noise conditions for the freeway and interchange. Existing traffic volumes, speeds and mixes will be based upon field observations of worst-hour traffic conditions. The modeling will determine the height and length of the wall(s) necessary to achieve 5-decible or more reduction for future traffic conditions.

CONSULTANT will evaluate the cost reasonableness of the proposed soundwall in accordance with the Caltrans Policy.

CONSULTANT will prepare a draft NSR in accordance with Caltrans requirements. The NSR will include a description of existing noise levels, future noise levels, assessment of traffic noise impacts, description of noise abatement considered (heights, lengths, insertion loss and number of benefited receivers), an indication of reasonable monetary allowance per benefited receiver for the abatement considered, and an indication of areas where abatement are not feasible. Data and calculations supporting our analysis and conclusions will be provided.

7.3.8.5 Final Noise Study Report

A Final Noise Study Report will be issued, incorporating comments received from the City and Caltrans.

7.3.9 Visual Impact Analysis

Field Work/Establish Key Observation Points (KOP)

CONSULTANT will make one visit to the project site and its surrounding areas to assess the visual context of the project. Preliminary Key Observation Points will be verified during this site visit and may be changed depending upon the sensitivity or lack of sensitivity of a specific KOP. A digital photographic inventory will be taken from these Final Key Observation Points. It is anticipated in this proposal that not more than four KOP's will be used in the visual impact assessment of this project.

· 机食用 点 图 积 /

Prior to this field work and verification of the Preliminary Key Observation Points, CONSULTANT will verify and gain approval of these Preliminary KOPs with the City of Calabasas. If a Preliminary KOP must be relocated due to its sensitivity or lack of sensitivity, CONSULTANT will gain approval of the new location prior to any further work. Should additional KOP's be required, these additional KOPs will be addressed as an extended service.

Draft Visual Criteria Matrix

CONSULTANT will use the data gathered in the previous task to subjectively measure each KOP (to and from) relative to the unity, intactness and vividness of each view. The report will include photos to support these measurements. CONSULTANT will then develop a visual criteria matrix which will summarize the measurements of each view. The purpose of this matrix will be to objectively compare the visual impacts to/from each Key Observation Point of the existing site versus the proposed project. Numerical scores will be given to each KOP. Any KOP falling below an established threshold will be identified for further mitigation measures.

Draft Visual Assessment Report

CONSULTANT will prepare a Draft Visual Assessment Report based on the conclusions of the Visual Criteria Matrix. The report will include: justifications for the location of each KOP's; photographs to and from each KOP; narrative describing the communities surrounding each KOP; the Visual Criteria Matrix; narrative describing the purpose of the Matrix; narrative describing the conclusions illustrated in the Matrix; and possible measures to mitigate any negative visual impacts resulting from the project. This report will be prepared in the established Caltrans VIA format and under the direction of a California licensed landscape architect.

Final Visual Assessment Report

Upon receipt of the review comments, CONSULTANT will revise the Visual Assessment Report into a Final Visual Assessment Report. Additionally, upon approval of any proposed mitigation measures, CONSULTANT will prepare exhibits to illustrate these mitigation measures. All work will be performed under the direction of a California licensed Landscape Architect.

Develop Mitigalion Measures and Landscape Concepts

Pending the approval of the proposed mitigation measures, CONSULTANT will prepare the mitigation measures to address any negative visual impacts. These mitigation measures would be incorporated into the overall landscape concept for the Lost Hills Interchange to be prepared during the PS&E phase.

Photo-Simulations

Photo-simulations will be prepared illustrating the "before and after" conditions of the proposed project. This proposal reflects the preparation of these simulations which account for the anticipated four KOPs. Should additional KOPs be required, these will be provided as an extended service.

Deliverable: Draft and Final Visual Assessment Report (three copies each).

7.3.10 Section 4(f) Evaluation

A Section 4(f) statement will be prepared to assess potential impacts. CONSULTANT will prepare a Section 4(f) Evaluation pursuant to the Department of Transportation Act of 1966, which prohibits any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance as determined by federal, state, or local officials having jurisdiction thereof, or any land from an historic site of

national, state, or local significance as so determined by such officials unless (1) there is no feasible and prudent alternative to the use of such land, and (2) such program includes possible planning to minimize harm to such park, recreational area, wildlife and waterfowl refuge, or historic site resulting from such use (Department of Transportation Act of 1983, 49 U.S.C. Section 21). The Section 4(f) analysis will be prepared based on the guidance contained in the FHWA Section 4(f) Policy dated September 24, 1987 (revised June 7, 1989), the FHWA Technical Advisory 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents (October 30, 1987), and the Caltrans Standard Environmental Reference, Volume 1, Chapter 20. The Section 4(f) analysis will to be included in, and reviewed as part of, the Draft and Final ED.

7.4 Draft Environmental Document

7.4.1 Prepare Draft Environmental Document

CONSULTANT will prepare the draft IS/EA environmental document for review by the City and Caltrans. The draft IS/EA could potentially contain the following elements:

TABLE OF CONTENTS

Initial Study/Environmental Assessment

Introduction

Project Background

Project Description

Project Overview

Project Limits/Logical Project Termini

Project Purpose and Need

Project Design Alternatives

Alternatives Selected for Further Evaluation

Right-of-Way Issues

Construction Methods

Construction Staging

Traffic Management Plan

Additional Project Considerations

Emergency Service Coordination

Sound Walls (if required)

Landscaping and Aesthetic Design

Existing Conditions

Arterial Roadways

Roadway Improvement Activities

Surrounding Land Uses

Affected Areas

ENVIRONMENTAL INVESTIGATION NOTES

A. The Physical Environment

B. The Social and Economic Environment

REFERENCES

APPENDICES

APPENDIX A Traffic Analysis of Preliminary Alternatives

APPENDIX B Preliminary Engineering Drawings and Visual Simulations

APPENDIX C	Preliminary Engineering Study
APPENDIX D	Preliminary Geotechnical Investigation
APPENDIX E	Noise Impact Analysis
APPENDIX F	Visual Quality Impact Study
APPENDIX G	Environmental Site Assessment
APPENDIX H	Natural Environment Report
APPENDIX I	Air Quality Analysis
APPENDIX J	Socioeconomic Analysis
APPENDIX K	Cultural Resources Review
APPENDIX L.	Paleontological Resources

LIST OF FIGURES

Figure

- 1 Project Vicinity Map
- 2 USGS Location Map
- 3 Aerial View of Project Study Area
- 4 Project Footprint
- 5 Project Location FEMA/FIRM Flood Plain Map

To reduce iterations of the document, CONSULTANT will conduct a revision workshop with the City and Caltrans to facilitate the next review. Once revisions are incorporated into the document that address comments received from the Caltrans, a Pre-Approval Draft IS/EA will be prepared along with the Comment/Response matrix, and forwarded for concurrence by the City and Caltrans. Once concurred upon, the Draft IS/EA signature page will be submitted to Caltrans for signature.

Upon signature of the cover sheet and approval to circulate, CONSULTANT will provide hard and electronic copies of the Draft IS/EA. The electronic copy will be in Adobe Acrobat PDF format to allow for publication by the outreach consultant on the project website.

CONSULTANT will incorporate up to two rounds of comments into the document. Any further changes to the reports will be conducted on a time and material basis.

7.4.2 Circulate Draft Environmental Document and Hold Public Meetings

The CEQA/NEPA process encourages communication and outreach to local communities, local businesses, elected and appointed officials, and other interested parties. Where possible, issues of interest or potential concern regarding the proposed project will be addressed early in the review process. The target audiences for these activities are the property owners near the proposed project, local communities, local businesses, elected and appointed officials, and other interested parties.

CONSULTANT will distribute the Draft ED document to federal, state and county agencies, the State Clearinghouse, interested parties, and to owners of adjacent property owners identified in the distribution list (as prepared and updated by the outreach consultant). It is assumed that up to twenty (20) hard copies of Volumes 1 and 2 (Volume 2 will contain the technical studies) will be distributed along with an additional forty (40) copies of Volume 1 with Volume 2 on CD. This includes the copies to be submitted to the State Cleaninghouse.

CONSULTANT will also complete and submit a draft Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration (MND) and draft Notice of Availability (NOA) of a Finding of No Significant Impact (FONSI) to the City and Caltrans for review before submitting the Draft IS/EA to the State Office of Planning and Research. The draft NOI and NOA will also

国用系图形

Lost Hills Road Proposal for Final Engineering & Environmental Services September 2010

identify information regarding the public hearing for the proposed project and will serve as a combined NOI/NOA and Notice of Public Hearing (NPH). CONSULTANT will coordinate publication of the notice in a local newspaper as agreed upon with the City and Caltrans. No noticing in a Spanish language newspaper is assumed. This scope and cost assumes that the meeting notice cost will be billed directly to and paid by the City. The public review period is generally 30 days.

It is assumed that one Public Meeting during the document public review process will be held.

7.4.3 Respond to Public Comments

CONSULTANT will respond to public comments. CONSULTANT would meet with City staff for a public comment review session to develop responses to all written and verbal comments on the Draft IS/EA. Based on the information received in the meeting, CONSULTANT would modify the document where required.

7.4.4 Final Environmental Document

Project Preferred Alternative

CONSULTANT, in consultation with the project team, will provide appropriate documentation, within the Final IS/EA, to identify and document the selection of the preferred alternative.

Prepare and Approve Final Environmental Document

CONSULTANT will prepare a Screencheck Final IS/EA that will identify the preferred alternative and will include public comments on the Draft IS/EA and responses on environmental issues raised in the comments for the City and Caltrans review. Following this review the document will be revised and an Administrative Final IS/EA (2) will be prepared along with the Comment/Response matrix, and forwarded to the City and Caltrans review.

To reduce iterations of the document, CONSULTANT will conduct a revision workshop with the City and Caltrans to facilitate the next review. Once revisions are incorporated into the document that address comments received from the Caltrans, a Pre-Approval Final IS/EA will be prepared along with the Comment/Response matrix, and forwarded for concurrence by the City and Caltrans. Once concurred upon, the Final IS/EA signature page will be submitted to Caltrans for signature.

Upon signature of the cover sheet and approval, CONSULTANT will provide hard and electronic copies of the Final ES/EA. The electronic copy will be in Adobe Acrobat PDF format. CONSULTANT will utilize the update mailing list (with commenter names and other changes), as prepared and maintained by the project outreach consultant, for the Final IS/EA and distribute the document.

7.4.5 Completed Environmental Document

CONSULTANT will prepare a Notice of Determination (NOD) in compliance with CEQA for filing with the State Clearinghouse. The NOD would also be posted with the Los Angeles County Clerk, it is assumed the City will be responsible for California Department of Fish and Game (CDFG) filing fees. The Final NOD will be prepared once Caltrans adopts the IS/EA and approves the project. This notice starts a statute of limitation period under CEQA. The NOD will include an identification of the project and it location, description of the project, date of agency approval, determination that the project will not have a significant effect on the environment, statement that an IS/EA has been prepared pursuant to the provisions of CEQA, and an address of where a copy of the IS/EA may be examined

The Finding of No Significant Impacts (FONSI) is a public decision document that briefly describes why the project will not have any significant environmental effect and will not require the preparation of an EIS. The FONSI must document the reasons for deciding that the action will not have a significant effect on the environment. If relevant it must show which factors were weighted most heavily in the determination. It should also incorporate by reference any other environmental documents used to support the assessment. The FONSI is usually a one-page document to which the EA is attached or

referenced. CONSULTANT will prepare the one administrate draft FONSI for review and edits. A final FONSI will be prepared for signatures.

Formal distribution of a FONSI is not required; however, the FONSI should be sent to the affected units of Federal, State and local government and to the State Clearinghouse. Although the circulation requirements for a FONSI are very limited, it is good practice to send the Notice of Availability and a copy of the FONSI and Final EA to cooperating, participating, and jurisdictional agencies, agencies which commented on the EA or requested to be informed of the project decision. CONSULTANT will make one distribution to the mailing list.

7.5 Mitigation Monitoring Program

CONSULTANT will prepare a Mitigation Monitoring Program (MMP) for the proposed project. For each measure to be monitored, the MMP will: a) assign it a numerical identifier, b) describe its components, c) identify the justification for the measures' inclusion, d) identify any Trustee or other public agencies having jurisdiction regarding the measure, e) define the agency or agencies responsible for monitoring measure compliance, f) articulate the procedures – steps to compliance including timing, g) provide for the verification of measure compliance and h) suggest sanctions for non-compliance. Once completed, CONSULTANT will submit a Draft Mitigation Monitoring Plan (MMP) to the City and Caltrans for review and comment. After receipt of one set of integrated comments, CONSULTANT will revise the MMP and provide five printed copies of the MMP to the City.

7.6 Prepare and Process Environmental Permits

CONSULTANT has developed a technical approach to permitting the proposed project in an efficient and cost effective manner. CONSULTANT has also provided a description of optional tasks should they be deemed necessary by the regulatory agencies.

CONSULTANT has identified the following permits as required for authorization of the project:

- Section 1600 of the Fish and Game Code (Streambed Alteration Agreement) California Department of Fish and Game (CDFG);
- Section 404 of the Clean Water Act (Nationwide Permit No. 14 Linear Transportation Projects) U.S. Army Corps of Engineers (USACE); and
- Section 401 of the Clean Water Act (Certification) Regional Water Quality Control Board (RWQCB).

To fulfill the requirements of the aforementioned permits, the following report is proposed:

Biological Resource

CONSULTANT is proposing to use the findings of the study listed above along with the results of any previous studies to adequately determine the overall impacts resulting from the project.

7.6.1 Prepare and Process Section 1600 of the Fish and Game Code Streambed Alteration Agreement

CONSULTANT will prepare and submit a notification to the CDFG for a Section 1600 Streambed Alteration Agreement. Unlike the USACE, the CDFG regulates not only the discharge of dredged or fill material, but also all activities that alter streams and lakes and their associated habitat. The CDFG has no abbreviated permitting process comparable to the USACE nationwide permits. A CDFG Section 1600 Agreement is required for all activities resulting in impacts to streambeds and their associated riparian habitats.

The CDFG generally requires that any impacts to streambeds and adjacent riparian habitats be fully mitigated. To ensure rapid and favorable action on a Section 1600 notification, a conceptual mitigation plan should be submitted with the notification package. It normally takes 90 days for the CDFG to process a Section 1600 notification.

The CDFG application and cover letter will contain up to 45 pages of text, including appendices and up to six graphics. The application package will contain one copy each of the permit applications for the 404 Individual Permit and 401 Water Quality Certification. Within two weeks of the jurisdictional delineation report being delivered, CONSULTANT will provide two copies of the draft CDFG application to the City/project team for review and comment, and will incorporate one round of City/project team comments within one week of receiving those comments. CONSULTANT will provide one copy of the final application to the CDFG and one copy to the City/project team.

The CDFG charges a fee to process a streambed alteration agreement based on the project. CONSULTANT will assist in determining the project fee; however, this fee is to be provided by the City and is not included in this cost proposal.

7.6.2 Prepare and Process Section 404 of the Clean Water Act Authorization (Nationwide Permit No. 14 – Linear Transportation Projects)

The amount of work associated with preparing the notification to the USACE pursuant to Section 404 depends on the magnitude of the project impacts on jurisdictional waters and other resources. The formal jurisdictional report to be prepared by CONSULTANT would specify the limits of USACE jurisdiction and provide detail on the areas to be affected. For the purpose of this proposal, CONSULTANT assumes that this project will be authorized by the USACE under Nationwide Permit 14 (Linear Transportation Projects) and will require Pre-Construction Notification (permit application).

The application package will contain copies of the permit applications for the 401 Water Quality Certification and 1600 Streambed Agreement. The deliverables summary below provides details for the permit application package.

The 404 application will contain up to 45 pages of text. CONSULTANT will provide two copies of the draft application to the City/project team for review and comment, and incorporate one round of comments within one week of receiving those comments. CONSULTANT will provide one copy of the final application to USACE and one copy to the City/project team. The USACE does not charge a fee for the filing of its permit.

7.6.3 Prepare and Process Section 401 of the Clean Water Act Certification

A water quality certification is required from the Regional Water Quality Control Board (RWQCB) for any activity that requires a federal license or permit (such as a Section 404 permit) and may result in a discharge to jurisdictional waters. CONSULTANT will prepare and submit the necessary documentation to the RWQCB for its review of the project pursuant to water quality certification. Notification requires the submittal of a Storm Water Pollution Prevention Plan (SWPPP).

The RWQCB application will contain up to 45 pages of text, including appendices and up to three graphics. The application package will contain one copy each of the permit applications for the 404 Individual Permit and 1600 Streambed Agreement. CONSULTANT will provide two copies of the draft application to the City/project team for review and comment and will incorporate one round of City comments within one week of receiving those comments. CONSULTANT will provide one copy of the final application to RWQCB and one copy to the City/project team.

The RWQCB charges for the preparation of a certification of water quality and is determined based on the project. CONSULTANT will assist with determining the project fee; however, the RWQCB's fee is to be provided by the City and is not included in this cost proposal.

7.6.4 Environmental Permitting Project Management/Coordination and Meeting Attendance

This task facilitates the attendance of CONSULTANT at up to five meetings with the City/project team and one public hearing. This task also facilitates the expenditure of up to 40 hours by our Permitting Specialist to negotiate final agreements with the regulatory agencies for the environmental permits CONSULTANT will be obtaining. Any additional hours that may be required in this regard would be billed on a time and materials basis.

Although not anticipated, the project site may contain habitat known to support the presence of federally-listed plant, vertebrate, insect, bird and fish species. If listed species were found on the property, USACE will require informal Section 7 consultation with the USFWS prior to issuance of the 404 authorization. Based upon the results of the biological surveys, the Section 7 consultation could also address any impacts to additional listed species and/or their habitat.

Any work conducted by CONSULTANT to formally consult (Section 7) with the USFWS will require a separate line item cost and schedule.

Task 7.9: Full Natural Environment Study

The original contracted scope of work included the preparation of a NES Minimal Impact (NESMI). Upon review of the first submittal of the draft NESMI and in consideration of the overall larger improvement footprint of Alternative 7, Caltrans requires preparation of a Full NES. CONSULTANT will use the existing survey data completed for the NESMI and perform an analysis of the project site to expand the NESMI to a Full NES report. A Full NES includes a detailed analysis of the natural resources onsite and requires additional coordination with Caltrans. The Caltrans lead biologist has indicated the need to analyze the site as a potential wildlife corridor. This analysis will include a review of aerial photographs and topographic maps.

After analysis and coordination with Caltrans lead biologist, CONSULTANT will prepare a Caltrans full NES that will include the following sections: (1) Introduction, (2) Study Methods, (3) Environmental Setting, (4) Project Impacts, (5) Permits Required, and (6) Appendix. The NES will summarize the results of the site visit performed spring 2009 and will include photographs and maps documenting site conditions and the locations of any sensitive species and communities found present. A list of plant and animal species encountered during the site visit will be included. Any sensitive species or communities that have the potential to occur or are present on the site will be discussed. The NES will include up to four graphics including a vicinity map, biological resources map, and photographs of the site. The report will contain up to 40 pages of text.

This scope of work does not include endangered species consultations, Biological Assessments, mitigation, or coordination with the USFWS or CDFG. This scope of work does not include a field level analysis (scent/tracking stations or wildlife cameras) of the wildlife corridor.

Task 7.10: Additional Hazardous Waste Studies

Changes in Caltrans policy require more thorough testing for hazardous materials prior to construction to better understand mitigation requirements and construction costs. Caltrans has reviewed the draft Initial Site Assessment (ISA) and the Aerially Deposited Lead (ADL) survey work plan. Caltrans comments indicated that additional studies are required for asbestos containing materials (ACMs) that may be discovered during demolition of the bridge and potential lead contained in the traffic striping. Caltrans also requires that 30 percent of the ADL samples collected be tested for soluble lead using Toxicity Characteristic Leaching Procedures (over the 10% previously required). In addition, Caltrans is requiring that the statistical analysis of laboratory results be performed separately for each ROW area (Caltrans, LA County, City) with separate recommendations and conclusions for each.

This scope of work includes revisions to the ISA and ADL work plan for sampling and testing of ACM's, polychlorinated biphenyls, additional soluble lead testing of soil borings, and lead and chromium paint sampling and testing of the bridge paint and traffic striping. Up to 10 joint and gasket samples will be collected and up to 10 bridge paint chip samples will be collected. For traffic striping, up to three samples per paint application (estimated to be up to 21 samples) to be disturbed by construction activities will be collected.

Depending on the analytical results of the ADL survey, Caltrans may also require a Lead Compliance Plan (LCP), a Hazardous Waste Management Plan (HWMP), and/or a Transportation Plan (TP) prior to the disturbance of sife soil or paint. However, costs for these plans are not included in this estimate.

Also included is additional effort to investigate the County land to be acquired by Caltrans that is being called Calabasas Landfill property. CONSULTANT will attempt to argue that investigation of the portion of County property to be acquired at the project site is not needed because that portion of the Calabasas Landfill property has not been used as a landfill. However, if unsuccessful in the argument, Caltrans will require more testing than proposed below. As the additional testing and analysis costs would be substantial it is prudent to avoid this work if possible.

CONSULTANT will conduct a soil gas survey if required by Caltrans. The survey will be conducted in the areas that will be affected by the project. This scope of work assumes that field work would be completed at the same time as the work outlined in the Slope Stability Analysis Task 8.3.3 described above. The soil gas probes will be placed in the boning drilled for the geotechnical investigation at depths of 5, 15, 25, and 55 feet below ground surface (bgs). Soil gas samples will be analyzed for volatile organic compounds (VOCs), total petroleum hydrocarbons (TPHcc), semivolatile organic compounds (SVOCs), and Title 22. The probes will also be monitored for the presence of methane and hydrogen sulfide using a 4-gas meter. Ten percent duplicate samples will also be analyzed. These samples will be collected using suma canisters and analyzed in a fixed laboratory.

Assumptions

- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal
 and can be influenced favorably or adversely by City of Calabasas's needs and other circumstances. CONSULTANT
 will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however,
 if the scope of work or schedule changes, CONSULTANT reserves the right to revise our costs accordingly.
- The noise and air quality analysis will use information from the project site plan and traffic study. The scope of work does not include revisions to the noise or air quality analysis necessitated by changes to the site plan or traffic study. Additionally, this scope of work does not include an air toxics analysis or health risk assessment. The scope of work does not include a site visit or on-site noise modeling activities. Additional evaluation required due to changes in the site plan or traffic study, evaluation of air toxics and health risks will be done on a time and materials basis.
- This proposal does not include coordination and permitting for Federal or State listed species. If coordination and permitting for Federal or State listed species is required, CONSULTANT will submit a separate cost and scope for that effort.
- CONSULTANT assumes that, by receipt of Notice to Proceed, full access to the property will be provided by City of
 Calabasas, including keys to locked gates and advance notice to existing property tenants of our right of entry. Should
 CONSULTANT staff be denied access to the property at the time prearranged for the field surveys, the additional costs
 incurred by CONSULTANT will be billed separately to City of Calabasas on a time-and-materials basis.
- City of Calabasas will provide CONSULTANT with copies of all known documentation relating to the physical or other conditions concerning the project site within 5 working days after City of Calabasas has given authorization to proceed. It is assumed that CONSULTANT can use and rely on the data and information contained in those documents. CONSULTANT will not perform a technical review of these documents and will not be responsible for the content or accuracy of these studies.
- It should be noted that our work plan does not include the receipt of detailed/extensive comments from attorneys,
 special interest groups or agencies. Should such comments be received, these comments will be discussed with City of Calabasas prior to beginning preparation of response.

PHASE III: PLANS, SPECIFICATIONS & ESTIMATES

TASK 8.0 ADDITIONAL DATA COLLECTION

Once a Preferred Alternative is selected, additional data will be collected specific to that alternative toaid in the development of the PS&E.

Task 8.1 (formerly 3.2) Design Surveys

CONSULTANT shall perform ground design topographic surveys including, edge of traveled way surveys, topographic surveys, topographic surveys, topographic surveys of areas obscured to aerial photography, existing edge condition locations and existing drainage invert surveys. CONSULTANT shall coordinate with Caltrans to provide required traffic control measures during surveying field work in accordance with the latest edition of the Caltrans Manual of Traffic Controls, the details in the Regional Standard Drawings, and the W.A.T.C.H. Manual.

Deliverable: CONSULTANT shall perform design survey work.

Task 8.2 (formerly 3.3) Survey Cross-Sections

CONSULTANT shall complete survey cross-sections at appropriate intervals within the project limits. Work will include critical features between section stations and sufficient edge conditions for design purposes.

Deliverable: CONSULTANT shall provide design cross sections within the project limits in accordance with Caltrans/CITY standards.

Task 8.3 (formerly 4.0) Geotechnical Studies

Based on our understanding of the geotechnical aspects of the proposed project, CONSULTANT will prepare a Foundation Report (FR) and a Geotechnical Design Report (GDR) in preparation of the PS&E documents.

The following assumptions have been made in the preparation of our geotechnical scope of services:

- The geotechnical exploratory fieldwork will be performed with one field mobilization.
- The boring locations will be accessible by a truck-mounted drilling rig during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.).
- Traffic control will be provided by a subconsultant in accordance with the City of Calabasas and Caltrans standards, as needed.
- CONSULTANT will contact Underground Service Alert prior to performing our subsurface evaluation. However, City of
 Calabasas or Caltrans will provide CONSULTANT with any additional information regarding the presence of utilities
 within the project area. CONSULTANT will not be responsible for utilities encountered during drilling that have not been
 marked out or shown on the plans.
- The borings will be backfilled with on-site soil and capped with concrete in existing paved areas.
- Discussion of both Aerially Deposited Lead (ADL) Testing and an Initial Site Assessment (ISA) for hazardous materials
 is included in the scope for the Environmental Document.

Task 8.3.1 (formerly 4.2) Foundation Report (FR)

The scope of our field and laboratory services for the FR will consist of the following:

- Project coordination, scheduling of field work, and attendance at meetings with the project team to provide geotechnical input.
- Acquisition of Caltrans encroachment permits and/or other right-of-entry permits to conduct subsurface evaluation.
- A field geotechnical reconnaissance to observe the existing site conditions within the project limits, and to locate the proposed borings for utility clearance.
- Traffic control in accordance with the City of Calabasas and Caltrans standards.

- Our subsurface evaluation will be performed in accordance with Caltrans guidelines for foundation and geotechnical
 design reports and will consist of eight small-diameter hollow-stem auger borings. Three borings will be drilled at the
 bridge support location (i.e., one at each abutment and the bent) to a depth of up to approximately 75 feet or refusal,
 whichever occurs first. Five other borings will be drilled to a depth of about 15 feet below the ground surface in future
 ramp areas and areas of pavement widening away from the bridge approach. The borings will be logged and sampled
 at selected intervals for laboratory testing.
- Laboratory testing of representative soil samples to evaluate in-situ moisture content and dry density, gradation, Atterberg limits, direct shear strength, collapse/consolidation potential, soil corrosivity and R-value.
- Data compilation and geotechnical analysis of the information obtained from our background review, subsurface
 evaluation, and laboratory testing. Our geotechnical analyses will include the evaluation of seismic design criteria,
 earthwork, foundation types and footing elevations, allowable bearing capacities, groundwater conditions, corrosion
 potential of the soils at the bridge locations, and other design criteria for the bridge foundations.
- Preparation of one draft FR presenting geotechnical recommendations for the design and construction of the bridge foundations and retaining walls. In addition, liquefaction, corrosion, and project-specific design considerations will be addressed. The draft FR and the log-of-test-boring (LOTB) sheets will be prepared in accordance with Caltrans standards.
- After the City of Calabasas, Caltrans, and/or other agencies have reviewed our draft FR, comments will be addressed, and the report will be finalized.

Task 8.3.2 (formerly 4.3) Geotechnical Design Report (GDR)

The scope of our services for the GDR will consist of the following:

- Assessment of the general geologic conditions and seismic hazards affecting the area and evaluation of their potential impacts on the project.
- Data compilation and geotechnical analysis of the information obtained from our background review, subsurface
 evaluation, and laboratory testing. Our geotechnical analyses will include the evaluation of seismic design criteria,
 groundwater conditions, collapsible soils, anticipated embankment settlement, embankment stability, and
 geologic/geotechnical constraints, development of pavement design recommendations, and assessment of corrosion
 potential of the subsurface soils.
- Preparation of a draft GDR presenting the results of our data review and data compilation and analyses, as well as our
 conclusions and recommendations relative to the geotechnical aspects of the proposed project. The draft GDR will be
 prepared in accordance with Caltrans standards.
- After the City of Calabasas, Caltrans, and/or other agencies have reviewed our draft GDR, comments will be addressed, and the report will be finalized.

Deliverable: A Draft and Final Foundation Report and a Draft and Final Geotechnical Design Report.

Task 8,5 (formerly 3.6) Utility Conflict Identification

CONSULTANT shall survey visible utility features within the proposed area of improvements and identify critical utility crossings that should be potholed during the design phase to confirm the location so as to avoid conflicts during construction.

Deliverable: CONSULTANT shall survey visible utility features.

TASK 9.0 (formerly 7.0) GEOMETRIC APPROVAL DRAWINGS (GAD)

Based on the Preferred Alternative that was selected following approval of the Project Report and public workshops and meetings, CONSULTANT shall prepare a GAD package. CONSULTANT shall prepare the GAD in accordance with the District 7 Memorandum defining GAD requirements. The purpose of the GAD is to identify that the proposed design meets the requirements of the Highway Design Manual (HDM), establish a project base map and formally confirm that the design meets the operational needs of the facility. CONSULTANT shall prepare a GAD in strip plot format. The GAD submittal

package shall include 2035 traffic forecast volumes from the Traffic and Transportation Environmental Technical Study, typical sections, plan view exhibits, profiles, superelevation diagrams, a signature block and a Traffic Volumes diagram. Components of the GAD shall include:

Task 9.5 (formerly 7.5) Design Information Bulletin (DIB) 78-02 Checklist CONSULTANT shall complete the Caltrans DIB 78-02 Checklist.

Task 9.6 (formerly 7.6) DIB 82-03 Pedestrian Accessibility Guidelines for Highway Projects CONSULTANT shall ensure that the design is completed in compliance with DIB 82-03.

TASK 10.0 (formerly 8.0) 35% ROADWAY PS&E

Task 10.6 (formerly 3.4.1) Right of Way Requirements Map

CONSULTANT shall prepare Right of Way requirements mapping based on the right of way requirements for Alternative 5. The Right of Way requirement maps shall define property acquisition and easement areas required.

Oeliverable: CONSULTANT shall complete Right of Way requirement maps for Alternative 5 in accordance with Caltrans/CITY standards.

Task 10.7 (formerly 3.4.2) Right of Way Acquisitions Plats and Legal Descriptions

CONSULTANT shall prepare Right of Way acquisition plats and legal descriptions for Right of Way acquisition and/or Temporary Construction Easements, Parcel Files and Appraisal Maps as required based on the information shown in the Right of Way Requirements map. CONSULTANT shall prepare legal descriptions and plats for property acquisition and/or easements for the properties within the project area.

Oeliverable: CONSULTANT shall prepare Right of Way acquisition plats and legal descriptions for Right of Way acquisition and/or Temporary Construction Easements, Parcel Files and Appraisal Maps as required in accordance with Caltrans/CITY standards.

TASK 11.0 (formerly 10.0) ROADWAY PS&E

Task 11.1 Roadway 65% PS&E

CONSULTANT shall complete roadway, drainage, traffic, miscellaneous plans, special provisions, the engineer's estimate and a draft drainage report for review by the CITY and Caltrans at the 65% completion stage. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate of the professional engineer responsible for their preparation. CONSULTANT shall prepare the following sheets:

Task 11.1.2 Typical Cross-section Sheets

Task 11.1.3 Key Map/Line Index Sheet

Task 11.1.4 Layout Sheets

Task 11.1.5 Profile/Superelevation Sheets

Task 11.1.6 Construction Detail Sheets

Construction detail sheets shall be prepared for ramp gores, street intersections, driveways, curb transition details, irrigations crossovers, maintenance vehicle pullouts, and miscellaneous detail required for the project.

Task 11.1.7 Temporary Water Pollution Control Sheets

CONSULTANT shall prepare plans for temporary erosion control facilities for the project. Design of these facilities shall include current Best Management Practices and shall conform to the CITY and other requirements of Caltrans and the Regional Water Quality Control Board.



Task 11.1.8 Erosion Control Sheets

CONSULTANT shall prepare plans for permanent erosion control facilities for the project. Design of these facilities shall include current Best Management Practices and shall conform to the CITY and other requirements of Caltrans and the Regional Water Quality Control Board.

Task 11.1.9 Contour Grading Sheets

CONSULTANT shall prepare contour grading sheets. Major drainage features shall be shown along with cultfill lines and design contours.

Task 11.1.10 Drainage Design Sheets

CONSULTANT shall prepare drainage plan, profile, details and quantity sheets.

Task 11.1.11 Utility Sheets

CONSULTANT shall prepare utility sheets that shall depict both existing and relocated utilities.

Task 11.1.12 Stage Construction/Traffic Handling Sheets

CONSULTANT shall prepare traffic handling plans, which show long-term closure of lanes, detours and number of available lanes. Included in these plans are signing, striping, and modifications and temporary traffic signals. If necessary, CONSULTANT shall continually evaluate and update the traffic handling plans during the design process.

Task 11.1.13 Construction Area Sign Sheets

CONSULTANT shall prepare construction area sign sheets.

Task 11.1.14 Pavement Delineation Sheets

CONSULTANT shall prepare pavement delineation plans and pavement delineation quantity sheets.

Task 11.1.15 Summary of Quantities Sheets

CONSULTANT shall prepare summary of roadway quantities sheets.

Task 11.1.16 Sign Sheets

CONSULTANT shall prepare signing plans including layouts showing the locations of roadside and overhead signs and details, special sign details, lighting, overhead sign and sign quantities.

Task 11.1.17 Retaining Wall Sheets

CONSULTANT shall prepare retaining wall sheets including typical sections, details and architectural treatments.

Task 11.1.18 Sound Wall Sheets

CONSULTANT shall prepare sound wall sheets including typical sections, details and architectural treatments.

Task 11.1.19 Electrical Sheets

CONSULTANT shall prepare electrical plan sheets as described below:

Task 11.1.19(a) Traffic Signal Design

CONSULTANT shall prepare plans to upgrade intersection controls, including new traffic signals. These locations shall include:

- Lost Hills Road at US 101 SB on and off-ramps (new signal).
- Lost Hills Road at Agoura Road (modify existing signal).

CONSULTANT shall prepare traffic signal design plans for interim (during construction) and the ultimate improvements. The plans shall include work necessary to install the traffic signals and shall conform to the requirements of the CiTY and Caltrans. Sheets shall be prepared for each signal location showing the complete signal design.

Task 11.1.19(b) Ramp Meter Design

CONSULTANT shall prepare new ramp metering at the following location:

• US 101 Loop on-ramp (if desired).

The sheets shall include work necessary to install the ramp meters and shall conform to Caltrans requirements. One sheet shall be prepared for each ramp meter location showing the complete design.

Task 11.1.19(c) Illumination

CONSULTANT shall prepare freeway and soffit lighting as required. The sheets shall include work necessary to install freeway lighting circuits and service connections to support a lighting system for the new interchange configuration and bridge widening. The signalized intersections shall include intersection safety lighting on a separate circuit. the plans shall conform to the requirements of Caltrans based on partial-cloverleaf interchange lighting. Lighting under the Lost Hills Road overcrossing shall conform to the latest tES and Caltrans guidelines for roadway lighting.

Task 11.1.20 Revised Standard Plan Sheets

CONSULTANT shall include standard plan sheets required due to revisions.

Task 11.1.21 Roadway Special Provisions

CONSULTANT shall prepare project specific roadway Special Provisions in accordance with Caltrans' standards. The Roadway Special Provisions shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the Engineer who prepared the special provisions or the Engineer under whose direction they were prepared. A list of contract items with item descriptions, item numbers, and units of pay, and item pay codes, but without quantities or estimated unit costs, shall be included in the Special Provisions.

Task 11.1.22 Roadway Engineer's Estimate

CONSULTANT shall prepare an Engineer's Estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment shall be applied to bid quantities that may vary during construction to allow for necessary design adjustments. The final estimate format shall be the standard Caltrans estimating system. Quantities for contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. Quantity calculations shall be independently checked and substantiated with independent calculations.

Task 11.1.23 Draft Hydrology/Drainage Report

CONSULTANT shall research existing improvement plans and drainage maps to obtain pertinent drainage information and plot said information on a tributary map. CONSULTANT shall determine the limits and characteristics of watersheds, existing and future drainage facilities, and existing and future developments affecting the project limits. Said information shall be included in the Hydrology Study and considered in the design of drainage facilities. Design of drainage facilities shall conform to current CITY standards and Caltrans Highway Design Manual and current Best Management Practices in conformance with the requirements of Caltrans and the Regional Water Quality Control Board.

Task 11.1.24 Draft Storm Water Data Report (SWDR)

CONSULTANT shall update the Draft SWDR and ensure that the programmed project includes sufficient right of way and budget for required storm water controls and identify project-specific permanent and temporary Best Management Practices (BMPs) that may be required to mitigate impacts. Drainage areas and total disturbed area shall be defined, as shall climatic conditions, existing drainage site conditions, site permeability, soil texture, existing vegetation and groundwater.

Task 11.1.25 Draft Traffic Management Plan (TMP)

CONSULTANT shall prepare a Draft Traffic Management Plan (TMP). The TMP shall address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans and other factors related to traffic management during construction.

Task 11.1.26 Draft Construction CPM Schedule

CONSULTANT shall prepare a draft construction CPM schedule. The schedule shall determine impacts during construction and assist in the development of the TMP.

Deliverable: CONSULTANT shall submit 40 sets of 65% plans, reduced to 11" x 17" size, special provisions, an engineer's estimate, 4 copies of the Hydrology/Drainage Report, 4 copies of the SWDR, 4 copies of the Traffic Management Plan and 4 copies of the Construction CPM Schedule.

Task 11.2 Roadway 95% PS&E

CONSULTANT shall complete roadway, drainage, traffic, miscellaneous plans, special provisions, the engineer's estimate and a final drainage report for review by the CITY and Caltrans at the 95% completion stage. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, signature, certificate number, registration classifications, expiration date of the certificate of the professional engineer responsible for their preparation. CONSULTANT shall prepare the following plan sheets:

Task 11.2.1 Title Sheet

Task 11.2.2 Typical Cross-section Sheets

Task 11.2.3 Key Map/Line Index Sheet

Task 11.2.4 Layout Sheets

Task 11.2.5 Profile/Superelevation Sheets

Task 11.2.6 Construction Detail Sheets

Task 11.2.7 Temporary Water Pollution Control Sheets

Task 11.2.8 Erosion Control Sheets

Task 11.2.9 Contour Grading Sheets

Task 11.2.10 Drainage Design Sheets

Task 11.2.11 Utility Sheets

Task 11.2.12 Stage Construction/Traffic Handling Sheets

Task 11.2.13 Construction Area Sign Sheets

Task 11.2.14 Payement Delineation Sheets

Task 11.2.15 Summary of Quantities Sheets

Task 11.2.16 Sign Sheets

Task 11.2.17 Retaining Wall Sheets

Task 11.2.18 Sound Wall Sheets

Task 11.2.19 Electrical Sheets

Task 11.2.20 Revised Standard Plan Sheets

The following documents will be updated or finalized.

Task 11.2.21 Roadway Special Provisions

Task 11.2.22 Roadway Engineer's Estimate

Task 11,2,23 Final Hydrology/Drainage Report

Task 11.2,24 Final Storm Water Data Report (SWDR)

Task 11.2.25 Final Traffic Management Plan (TMP)

Task 11.2.26 Final Construction CPM Schedule

Task 11.2.27 Draft Storm Water Pollution Protection Plan

CONSULTANT shall prepare a Notice of Intent (NOI) and a draft Storm Water Pollution Protection Plan to satisfy the Water Quality Control Board for the National Pollutant Elimination System Program (NPDES).

Deliverables: CONSULTANT shall submit 40 sets of 95% plans, reduced to 11" x 17" size, Roadway Special Provisions, an Engineer's Estimate, 4 copies of the Hydrology/Drainage Report, 4 copies of the SWDR 4 copies of the Traffic Management Plan, and 4 copies of the Construction CPM Schedule.

Task 11.3 Roadway PS&E Miscellaneous

This task is to be used for miscellaneous efforts required to prepare 65% and 95% PS&E's up to the budget for this task.

TASK 12.0 (formerly 11.0) STRUCTURES PS&E

Task 12.1 Structure Type Selection Report

CONSULTANT shall produce, submit and present the Type Selection Report for the bridge replacement and special design retaining walls, if applicable. CONSULTANT shall schedule, hold, run and document a Type Selection Review Meeting, in Sacramento, to discuss and provide information on foundation and false work requirements, proposed seismic design criteria, aesthetics, traffic handling, and other pertinent information related to bridge design, construction and maintenance. CONSULTANT shall perform drainage design calculations for the proposed bridge deck drainage systems and prepare a Bridge Drainage Report summarizing the findings. The Type Selection Report shall contain a General Plan; General Plan Estimate; Vicinity Map; Type Selection Memo; and Project Seismic Design Criteria. (A separate Advance Planning Study is not included in this scope of work.)

Deliverables: CONSULTANT shall complete Type Selection submittal. After receiving written approval of the proposed General Plan and structure type, the CONSULTANT shall furnish OSFP with 15 copies of the Type Selection Report; 2 copies Draft Foundation Plan; 4 copies Bridge Drafnage Report; 40 copies Approved General Plan.

Task 12.2 Structures 65% PS&E (Unchecked Details)

Upon approval of the structure type, CONSULTANT shall perform a complete structural design for the overcrossing and retaining walls, if applicable. The bridge is assumed to be a two-span, cast-in-place concrete box girder, which will be constructed in two stages. The structure design shall be coordinated with the development of the Foundation Report to ensure the proper selection of foundation type and proper development of foundation capacity. CONSULTANT shall develop draft details to ensure compatibility with the structural calculations. The following sheets are anticipated:

Task 12.2.1 General Plan

Task 12.2.2 Index to Plans

Task 12.2.3 Deck Contours

Task 12.2.4 Foundation Plan

Task 12.2.5 Abutment Layout

Task 12.2.6 Abutment Details

Task 12.2.7 Bent Layout

Task 12.2.8 Bent Details

Task 12.2.9 Girder Lavout

Task 12,2,10 Girder Details

Task 12.2.11 Typical Sections

Task 12.2.12 Miscellaneous Details

Task 12.2.13 Aesthetic Details

Task 12.2.14 Slope Paving

Task 12.2.15 Structure Approach

Task 12.2.16 Approach Drainage Details

Deliverables: CONSULTANT shall provide 4 copies of unchecked structure plans.

Task 12.3 Structures 95% PS&E (Checked Details)

CONSULTANT shall conduct independent checking and prepare a complete structures PS&E package for formal submittal and review. Prior to completing the package, CONSULTANT shall schedule a review session, if required, with the reviewing agencies to confirm the intent of informal comments on 65% structures PS&E package.

Task 12.3.1 Structures Independent Check

An Independent Check shall be conducted. Checking shall include the preparation of an independent set of structural design check-calculations and a review of the entire structural PS&E package.

Task 12.3.2 Structural Quantities

CONSULTANT shall prepare quantities for contract items, including the cost of lump sum items, which shall be substantiated by calculations. Quantity calculations shall show sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers.

Task 12.3.3 Structures Estimate

CONSULTANT shall develop unit costs and prepare a structures cost estimate utilizing Caltrans' quantity Summary and Estimate Forms.

Task 12.3.4 Structures Special Provisions

CONSULTANT shall prepare project specific Structure Special Provisions in accordance with Caltrans standards. The Structure Special Provisions shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the Engineer who prepared the Special Provisions or the Engineer under whose direction they were prepared. A list of contract items with item descriptions, item numbers, and units of pay, and item pay codes, but without quantities or estimated unit costs, shall be included in the Special Provisions.

Deliverables: CONSULTANT shall provide 1 electronic copy of checked, signed structure plans; 10 sets of prints of checked, signed structure plans; 4 copies of edited Structure Special Provisions; 1 copy of edited Structure Special Provisions on a CD or other media as requested; 2 copies of the Bridge Cost Estimate; 1 copy of bridge design calculations.

Task 12.4 Structures 100% PS&E

Upon receipt of comments, and prior to commencing revisions, CONSULTANT shall schedule a review session, if required, with the reviewing agencies to confirm intent of comments.

CONSULTANT shall furnish Final Plans, Specifications and Estimate for advertising, as well as hard copy and electronic files of spreadsheets used to create the estimates. The structures PS&E shall incorporate 100% comments from reviewing agencies.

Deliverables: CONSULTANT shall complete structures PS&E and provide 1 electronic copy of checked, signed structure plans; 1 set of full-size reproducible of final structure plans, 4 sets of prints of final structure plans; 4 copies of final Structure Special Provisions; 1 copy of the final Structure Special Provisions on a CD or other media as requested; 4 copies of the Bridge Cost Estimate; 1 reproducible and 2 prints of bridge 4-scale plans (English).

TASK 13.0 (formerly 12.0) DISTRICT PS&E

Task 13.1 District 100% PS&E Package

CONSULTANT shall complete roadway, drainage, traffic, miscellaneous plans, special provisions, the engineer's estimate and a final drainage report for review by the CITY and Caltrans at the 100% completion stage. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, signature, certificate number, registration classification, expiration date of the certificate of the professional engineer responsible for their preparation. The approved Structures PS&E package shall be included. The package shall be submitted in accordance with the Ready to List (RTL) Guide. CONSULTANT shall prepare the following sheets:

Task 13.1.1 Title Sheet

Task 13.1.2 Typical Cross-section Sheets

Task 13.1.3 Key Map/Line Index Sheet

Task 13.1.4 Layout Sheets

Task 13.1.5 Profile/Superelevation Sheets

Task 13.1.6 Construction Detail Sheets

Task 13.1.7 Temporary Water Pollution Control Sheets

Task 13.1.8 Erosion Control sheets

Task 13.1.9 Contour Grading Sheets

Task 13.1.10 Drainage Design Sheets

Task 13,1,11 Utility Sheets

Task 13.1.12 Stage Construction/Traffic Handling Sheets

Task 13.1.13 Construction Area Sign Sheets

Task 13.1,14 Pavement Delineation Sheets

Task 13.1.15 Summary of Quantities Sheets

Task 13.1.16 Sign Sheets

Task 13.1.17 Retaining Wall Sheets

Task 13.1.18 Sound Wall Sheets

Task 13.1.19 Electrical Sheets

Task 13.1.20 Revised Standard Plan Sheets

Task 13.1.21 Roadway Special Provisions

Task 13.1.22 Roadway Engineer's Estimate

Task 13.1.23 Final Hydrology/Drainage Report

Task 13.1.24 Final Storm Water Data Report (SWDR)

Task 13.1.25 Final Traffic Management Plan (TMP)

Task 13.1.26 Final Construction CPM Schedule

Task 13.1.27 Final Storm Water Pollution Protection Plan

Task 13.1.28 Structures 100% PS&E

Task 13.2 Design Cross-sections

Design cross-sections shall be provided, at 50-foot intervals, for design alignments.

Task 13.3 Slope Stake Notes

Slope Stake notes shall be provided, at 50-foot intervals, for design alignments.

TASK 14.0 (formerly 13.0) LANDSCAPING PS&E

Task 14.1 Kick-Dff Meeting

CONSULTANT will attend a Landscaping Kick-Off Meeting. It is anticipated that the purpose of this meeting will be to refine project expectations, discuss project requirements/parameters, additional City direction, established construction budgets and develop lines of communications.

Task 14.2 Meetings

CONSULTANT will attend up to three Project Development Team or other meetings. CONSULTANT will also attend up to two meetings with the City staff at the City of Calabasas. Attendance by CONSULTANT at meetings beyond the five listed are available as an additional service and fee.

Task 14.5 Conceptual Design

CONSULTANT will prepare one (1) conceptual design based on the partial cloverleaf alternative as illustrated in the Project Study Report (Exhibit 5-2) and the information gathered above. This conceptual design will be illustrative in format and colored for clear interpretation. This conceptual design may be used for presentation purposes. In addition, a conceptual construction estimate of probable costs will be developed. CONSULTANT will work in concert with drainage engineering with the placement of bio-swales, bio-barriers, erosion control plantings and other planting-related drainage issues. It is assumed that Oak Tree mitigation measures will be developed by others. However, the implementation of these mitigation measures may be incorporated into the landscape conceptual design. Designs will follow Caltrans Landscape Architecture standards and guidelines that are publicly available as of April 24, 2008. The deliverables for this task will be a 50 scale colored illustrative plan of the conceptual designs. CONSULTANT will provide three hard copies (22*x34*) on bond of this illustrative plan for use and distribution. Also one hard copy (8.5*x11*) on bond of the conceptual construction estimate of probable costs will be provided.

The limits of CONSULTANT's work are:

- Northeast quadrant: Disturbed site within proposed State right of way.
- Southeast quadrant: Disturbed site between southbound on-ramp and US 101.
- Southwest quadrant: Disturbed site between southbound off-ramp and US 101.
- Northwest quadrant: Disturbed site between northbound on-ramp and US 101, the existing landscape between the northbound on-ramp and Canwood Avenue which is disturbed (repair/replace existing) and a new parkway landscape along the southern edge of Driver Avenue.

Task 14.6 Preliminary Design (35% PS&E)

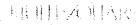
Upon City/Caltrans approval of the conceptual designs and estimates, CONSULTANT will prepare 35% PS&E based on digital cut sheet files. This 35% package will include planting plans (plant symbols), irrigation plans (irrigation pressure main line, valve locations, crossovers, water points of connection and controller locations) and outline SSPs. CONSULTANT will provide engineering support in the event that electrical power and/or new water sources will be required. PS&E will be prepared in accordance with Caltrans standards which are publicly available as of April 24, 2008. In accordance to these standards, Irrigation Quantity Sheets will not be prepared since this is a Highway Construction Project.

Deliverables: Five sets of half-size (11"x17") prints on bond paper of the plans. Also, irrigation calculations including hydraulic pressure calculations and/or water demand calculations will be prepared for selected systems only and for inhouse use only to confirm irrigation design integrity. It is not the intent of this scope of work to include calculations for formal submittal.

Task 14.7 65% PS&E

Upon receipt of review comments from Caltrans, the City and the engineering team, CONSULTANT will further refine the PS&E by adding plant material callouts per Caltrans standards including quantities and adding irrigation heads, lateral piping and control wiring.'

Deliverables: Five black and white sets of half-size (11"x17") prints on bond paper of the plans.



Task 14.8 95%/100%/Final PS&E

This task will address Caltrans/City review comments and complete both planting and irrigation plans as well as adding the Caltrans standard Plant List/Specifications sheet and the Sprinkler Schedule/Legend sheet. Standard Caltrans details will be used.

Deliverables: Five black and white sets of half-size (11"x17") prints on bond paper of the plans plus one black and white set of full-size (22"x34") prints on bond paper of the plans.

TASK 15.0 (formerly 14.0) CONSTRUCTION BID SUPPORT

Bidding procedures shall be the responsibility of the CITY. While the contract is being advertised for bids, all questions concerning the intent shall be referred to the CITY for resolution. In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the CONSULTANT for decision by the CITY as to the proper procedure required. Corrective action taken shall either be in the form of an addendum prepared by the CONSULTANT and issued by the CITY or by covering change order after the award of the construction contract.

Task 15.1 Pre-Bid Meeting

CONSULTANT shall participate in a CITY-led pre-bid meeting. CONSULTANT shall be in attendance to answer questions or clarify issues relating to the plans and specifications.

Task 15.2 Prepare Geotechnical Information Handout

CONSULTANT shall prepare a Geotechnical Information Handout for the use of prospective bidders. Selected portions of the Geotechnical Oesign Report shall be compiled n a handout.

Task 15.3 Prepare Materials Information Handout

CONSULTANT shall prepare a Materials Information Handout for the use of prospective bidders. The material shall include test data on materials sources, soil survey sheets showing borings and tests.

Task 15.4 Resident Engineer (RE) File

CONSULTANT shall prepare two Resident Engineer files. The files shall contain, at a minimum, the preliminary and final construction quantities and cost estimates, one color-coded set of blueprints with the plan views and cross-sections showing different colors for each item of construction and the total work quantities for each sheet shown on each sheet.

Deliverable: CONSULTANT shall provide design support during bidding.

1 T	ASK	DESCRIPTION] FE	E PROPOSAL
	o ect	Management	an exe	
		PDT Meetings (20)	\$	5,620.
	1.3	Progress Report	\$	1,264
	1.4	Schedule	\$	681
	1.5	Quality Control	\$	1,840
	1.6	Cost of Accounting	\$	726
	1.8	Permits	\$	3,519
		Value Analysis	\$	5,200
	1 Tota		\$	18,851
		epotte	2.00	
	4.4	Final Traffic Study	\$	5,620
		Public Hearing / Meeting	\$	1,005
	4.6	Traffic Analysis of Alt. 7	\$	7,000.
	4 Tota		\$	13,625
Pr		ary Engineering)	Market Street	
	5.3	Preliminary Foundation Report	\$	2,693
		Structure APS	\$	3,010
		Stage Construction	\$	1,037
	5.8	Preliminary Transportation Mgmt Plan	\$	519
5		Engineer's Estimate	\$	1,599
	5.11	Noise Abatement Decision Report	\$	3,598
	Tota		\$	12,457
Pri	oject I	Reports and the second of the	医肾中	
	6.1	Draft Project Report	\$	10,488
	6.2	Fact Sheets & Final PR	\$	27,776
	3 Tota		\$	38,264
(En	vironi	nental Document	A MESSE	telm sine
. 7	.3.1	ETS: Community Impact Assessment	\$	1,446
7	.3.2	ETS: Water Quality	\$	1,221.
7	.3.3	ETS: Air Quality	\$	1,485
7	:3.4	ETS: Biological Resources Report	\$	1,511.
7.	.3.6	ETS: Haz Mat-ISA	\$	2,294
		ETS: Aerial Deposited Lead	\$	22,944.
7	.3.8	ETS: Noise Study	\$	2,296.
		ETS: Visual Impact Assessment	\$	9,848.
		ETS: Global Climate Change	1 \$	1,028
		ED: Prepare Draft ED	\$	3,928.
7	.4.2	ED: Circulate / Public Meeting	*	6,700.
		ED: Respond to Public Comment	- *	8,740
		ED: Final ED	1 \$	5,040
		ED: Completed ED	\$	1,340.
		Mitigation Monitoring Program	 * 	5,140.
		Environmental Permits	\$	21,703.
		Full Natural Environment Study	\$	4,596.
		Additional Hazardous Waste Studies	\$	42,790
	' Total		 	144,052
		s hliDatal Collection	S. Wines	144,002
_		Design Surveys	\$	1,936
		Survey Cross Sections	\$	4,008
		Foundation Report	. \$.	23,886.
		Geotech Design Report	\$	23,886.
		Stone Stability Analysis	\$	36,195.
		Utility Conflict ID	\$	3,440.
	Total		\$	93,351.
		s ic Approval Drawings	N Man	93,331
		DIB Checklist	\$	1,345
		DIB Pedestrian Access	\$	1,343.
	Total	s 7.PS&Es(35%):	\$	2,389.
_		ROW Req. Map	\$	4,726.

PH. I TA:	LOST HILLS ROAD PROPOSAL FOR FINAL ENGINEERING & ENT		
Phase 10		5 * K.L. (1) (1) L. L. L.	E PROPOSAL
	way PS&E's	\$	36,546.01
	.2 65% Typical Sections	S	2,191.60
	.3 65% Key Map / Index Sheet	1 \$	907.00
	.4 65% Layout Sheets	1 \$	2,764.40
	.5 65% Profile / Superelev. Sheets	\$	2,764.40
11.	.6 65% Construction Details	\$	21,643.20
	.7 65% Temp. Water Pollution Prev.	\$	9,675.40
	.8 65% Erosion Control	\$	9,675.40
	.9 65% Contour Grading	\$	5,710.00
	10 65% Drainage Design	\$	11,430.00
	11 65% Utilities	\$	10,567.80
	12 65% Stage Construction	\$	38,885.00
	13 65% Construction Signage	\$.	5,218.20
	14 65% Pavement Delineation 15 65% Summary of Quantities	\$	2,361.20
	16 65% Signage Sheets	\$	3,602.40
	17 65% Retaining Wall Sheets	\$ \$	2,361.20 40,425.00
	18 65% Sound Wall Sheets	\$	29,309.00
	19 65% Electrical Sheets	\$	72,261.00
	20 65% Revised Standard Plan Sheets	\$	3,598.00
	21 65% Roadway Special Provisions	\$	4,703.00
	22 65% Roadway Engineer's Estimate	\$	3,285.60
11.1	23 Draft Hydrology / Drainage Report	\$	965.60
11.1	24 Draft Storm Water Data Report	\$	2,763.60
11.1	25 Draft Traffic Management Plan	\$	1,754.00
	26 Draft Construction Schedule	\$	4,192.00
11.2	1 95% Title Sheet	\$	1,330.00
	2 95% Typical Sections	\$	10,958.00
11.2	3 95% Key Map / Index Sheet	\$	1,814.00
	4 95% Layout Sheets	\$	13,822.00
	5 95% Profile / Superelev. Sheets	\$	12,526.00
	6 95% Construction Details	\$	12,426.00
	7 95% Temp. Water Pollution Prev. 8 95% Erosion Control	\$	5,998.00
	9 95% Contour Grading	\$ \$	5,998.00
	10 95% Drainage Design	\$	13,822.00 28,550.00
	11 95% Utilities	\$	11,742.00
11.2	12 95% Stage Construction	\$	31,310.00
11.2	3 95% Construction Signage	\$	2,434.00
	14 95% Pavement Delineation	\$	4,958.00
	15 95% Summary of Quantities	\$	4,958.00
11.2	16 95% Signage Sheets	\$	4,958.00
	7 95% Retaining Wall Sheets	\$	27,750.00
	8 95% Sound Wall Sheets	\$	18,222.00
	19 95% Electrical Sheets	\$	55,476.00
	20 95% Revised Standard Plan Sheets	\$	1,750.00
	1 95% Roadway Special Provisions	\$	3,914.00
	2 95% Roadway Engineer's Estimate	\$	4,104.00
11.2.	23 Final Hydrology / Drainage Report	\$	4,304.00
	24 Final Storm Water Data Report	\$.	3,914.00
	25 Final Traffic Management Plan 26 Final Construction Schedule	\$	2,114.00
	7 Draft SWPPP	\$	2,084.00
11.2.		\$ \$	1,158.50 1,140.00
hase 11		\$	586,547.71
	viais Vie PS&ES	Ψ 2002/2009	300,347.77
	Structure Type Selection report	\$	31,560.00
	1 65% General Plan	\$	7,632.00
	2 65% Index	\$	5,752.00
	3 65% Deck Contours	\$	5,752.00

L	LOST HILLS ROAD PROPOSAL FOR FINAL ENGINEERING & ENVIRONMENTAL				
PH.	TASK	DESCRIPTION	FEE PI	ROPOSAL	
100000000	12.2.4	65% Foundation Plan	S	11,962.00	
		65% Abutment Layouts	\$	9,732.00	
	12.2.6	65% Abutment Details	\$	9,842.00	
		65% Bent Layout	\$	7.632.00	
	12.2.8	65% Bent Details	\$	5,752.00	
	12.2.9	65% Girder Layout	\$	7,632.00	
		65% Girder Details	\$	5,752.00	
		65% Typical Sections	\$	7,632.00	
		65% Miscellaneous Details	\$	5,752.00	
		65% Aesthetic Details	\$	5,752.00	
		65% Slope Paving	\$	5,752.00	
		65% Structure Approach	\$	5,752.00	
,		65% Approach Drainage Details	\$	5,752.00	
<u> </u>		95% Independent Check	\$	42,814.00 8,574.00	
		95% Structural Quantities			
		95% Structures Estimate 95% Structures Special Provisions	\$	6,614.00 12,374.00	
		100% Structures PS&E	\$	28,426.00	
Dhar	12.4 se 12 Tot		\$	244,194.00	
		als strict PS&E	9		
-30 H		Title Sheet	\$	1,994.00	
		Typical Sections	:\$	3,674.00	
		Key Map / Index Sheet	\$	1,994.00	
		Layout Sheets	\$	1,994.00	
	13.1.5	Profile / Superelevation Sheets	\$	5,354.00	
		Constrction Details	\$	1,994.00	
		Temp. Water Pollution Prev.	\$	2,834.00	
•		Erosion Control	\$	1,574.00	
		Contour Grading	\$	2,834.00	
		Drainage Design	\$	2,834.00	
	13.1.11		\$	1,994.00	
	13.1.12	Stage Construction	\$	2,834.00	
		Construction Signage	\$	1,574.00	
		Pavement Delineation	\$	3,674.00	
		Summary of Quantities	\$.	1,994.00	
		Sig⊓age Sheets	\$ \$	1,994.00	
		Retaining Wall Sheets	\$	5,124.00 3,674.00	
		Sound Wall Sheets	\$	954.00	
		Electrical Sheets Revised Standard Plans	\$	1,994.00	
		Readway Standard Plan Sheets	\$	1,994.00	
			•	2,774.00	
		Roadway Special Provisions Final Hydrology / Drainage Report	\$	5,284.00	
		Final Storm Water Data Report	\$	3,454.00	
		Final Traffic Management Plan	\$	3,094.00	
			: Φ		
	13.1 26	Final Construction Schedule		4,802.00	
	13.1.26	Final Construction Schedule	\$		
	13.1.26 13.1.27	Final Construction Schedule Final SWPPP		7,298.00	
	13.1.26 13.1.27 13.1.28	Final Construction Schedule Final SWPPP 100% Structures PS&E	\$ \$	7,298.00 1,164.00	
Phas	13.1.26 13.1.27 13.1.28	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections	\$ \$	7,298.00 1,164.00 6,730.00	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections	\$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Eardsca 14.1	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Eardsca 14.1	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping IPS&E	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Pandsca 14.1 14.2 14.5	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design	\$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Landsca 14.1 14.2 14.5 14.6	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E	\$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00 20,936.00	
	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Landsca 14.1 14.2 14.5 14.6 14.7	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E 65% Landscape PS&E	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00 20,936.00 16,572.00	
4	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Pandsca 14.1 14.2 14.5 14.6 14.7	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E 65% Landscape PS&E 100% Landscape PS&E	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00 20,936.00 16,572.00 10,072.00	
Phas	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Landsea 14.1 14.2 14.5 14.6 14.7 14.8 se 14 Tot	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E 65% Landscape PS&E 100% Landscape PS&E	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00 20,936.00 16,572.00 10,072.00 56,138.48	
Phas	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot Landsca 14.1 14.2 14.5 14.6 14.7 14.8 se 14 Tot	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E 65% Landscape PS&E 100% Landscape PS&E als Bior Bid Support	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,000.00 1,552.50 4,006.00 20,936.00 16,572.00 10,072.00 56,138.48	
Phas	13.1.26 13.1.27 13.1.28 13.2 se 13 Tot EarldSca 14.1 14.2 14.5 14.6 14.7 14.8 se 14 Tot Considual	Final Construction Schedule Final SWPPP 100% Structures PS&E Design Cross Sections als ping PS&E Kick-off Meeting Meetings & Coordination Conceptual Design 35% Landscape PS&E 65% Landscape PS&E 100% Landscape PS&E	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,298.00 1,164.00 6,730.00 89,484.00 3,000.00 1,552.50 4,006.00 20,936.00 16,572.00 10,072.00 56,138.48	

L	OST	HILLS ROAD PROPOSAL FOR FINAL ENGINEERING & ENV	VIRONMENTAL		
PH.	TASK	DESCRIPTION	FEE PROPOSAL		
1	15.3	Materials Information Handout	\$ 1,604.00		
		Resident Engineer File	\$ 3,840.0		
has	e 15 To	als	\$ 9,636.0		
9000000	rg. www.re				
1	1 1	Total	\$ 1,345,536.6		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	, cer	tain _I	policies may require an e	oolicy(i	es) must be ement. A sta	endorsed. If atement on th	SUBROGATION IS WAIVI	ED, sul onfer ri	bject to ghts to the
PRODUCER				CONTA	ACT	IInra			
McQueary Henry Bowles Troy Li 8144 Walnut Hill Lane, 16th 1				PHON	E - 1072	770 1620	FAX (A/C, No):9	72-3	76-8194
Dallas TX 75231	*1		RECEIVE	AUDR	Ess:iudv h	avs@mhbt.	com		
7331			UEAFIAF	.	IN	SURER(S) AFFO	RDING COVERAGE		NAIC#
				INSUR			Insurance Co.		29459
	HUIT	TZO	_L JUN 06 201	INSUR		CACY TITE	Insurance co.		29439
Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 140	^		OUTS COT CALABA	LINSUR	ERC:				
Dallas TX 75202-1236	J	(CITY OF CALABA CITY CLERKS OF	FICE NS.	ERD:				
				INSUR					
COVERAGES CEI	RTIF1	CAT	E NUMBER: 10153479			********	REVISION NUMBER:	I.	***
THIS IS TO CERTIFY THAT THE POLICIES	S OF	INSU	RANCE LISTED BELOW HA	VE BE	EN ISSUED TO	O THE INSURE	D NAMED ABOVE FOR TH	F POL	CY PERIOD
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME FAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	I OF AN DFD BY	IY CONTRACT THE POLICII REDUCED BY	T OR OTHER ES DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPEC	ፕ ፕር ህ	VHICH THIS
INSR LTR TYPE OF INSURANCE	INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;	
A GENERAL LIABILITY			46UUNLJ3272		6/1/2011	6/1/2012	EACH OCCURRENCE S DAMAGE TO RENTED	\$1,000	,000
X COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence)	<u>\$1,000</u>	,000
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$10,00	0
							PERSONAL & ADV INJURY	\$1,000	,000
							GENERAL AGGREGATE S	\$2,000	,000
GEN'L AGGREGATE LIMIT APPLIE\$ PER:	İ	İ						\$2,000	,000
POLICY A JECT LOC	 							\$	
A AUTOMOBILE LIABILITY			46UENKN1126		6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	, 000
X ANY AUTO SCHEDULED							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS NON-OWNED	ĺ							\$	
HIRED AUTOS X AUTOS							PROPERTY DAMAGE (Per accident)	\$!
	<u> </u>		*****					\$	
A X UMBRELLA LIAB X OCCUR			46XHURJ8271		6/1/2011	6/1/2012	EACH OCCURRENCE S	\$2,000,	000
EXCESS LIAB CLAIMS-MADE			•				AGGREGATE	\$2,000,	. 000
DED X RETENTION \$10,000				•				\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			46WEZU9569		6/1/2011	6/1/2012	X WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A							\$1,000,	000
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE S	\$1,000,	000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
Additional Insured form #HC00	01 €	edit	ion 7/98 applies	to t	he Genera	al & Auto	Liability policy.		
Certificate Holder is named a Contributory status but only	s ar to t	ı Ad	ditional Insured extent that the l	per t	he above and form	form(s) :	including Primary Quired to satisfy	and N	Von erms of
a written contract. Project: 19006201 See Attached	a written contract. Project: 19006201								
CERTIFICATE HOLDER				06375	CI A TION				
CERTIFICATE HOLDER				CANC	ELLATION	****			
City of Calabasa 100 Civic Center Way				THE	EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CAI REOF, NOTICE WILL BE Y PROVISIONS.		
Calabasas CA 91302				AUTHORIZED REPRESENTATIVE					

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

ACENCY	CUSTOMER	in.	LITTTTTTAT.
AGENUT	COSTONER	IU:	HOTITZOD

OC #-

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED		
McQueary Henry Bowles Troy LLP		Huitt-Zollars, Inc.		
POLICY NUMBER		-1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236		
CARRIER NAIC CODE				
		EFFECTIVE DATE:		
ADDITIONAL REMARKS				

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE	

RE: Lost Hills Interchange



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2012

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

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

	ertificate nolder in lieu of such endoi	seme	ent(s)	<u> </u>						
	DUCER			n	CONTA NAME:	Pati	rick P McL			
	McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220				PHONE (A/C, N	o. Ext): (214	503-121	2 FAX (A/C, No): (2	14) 503-8	899
0000 100 1100/47, 501100 220				E-MAIL ADDRE	ee.			<u> </u>	i	
Dallas TX 75240				MODEL		URERIS\ AFFOI	RDING COVERAGE	NAI	IC#	
				•	INSUR	ER A : Hudson			25054	
INSL	RED	····		, - ****	INSUR	*				
Hui	tt-Zollars, Inc.				INSUR		- 11/1	7.		
173	7 McKinney Avenue				INSURI	-11	,	***		
Do I	las TX 75202				INSURI					
Dai	148 17 /5202				INSURI					
CO	VERAGES CEF	RTIFI	CATE	NUMBER: Cert ID 13				REVISION NUMBER:		
TI	IS IS TO CERTIFY THAT THE POLICIES	S OF	NSUF	RANCE LISTED BELOW HA	VE BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR THE	POLICY PER	RIOD
IV	DICATED. NOTWITHSTANDING ANY R	EQUI	REME	NT, TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPECT	TO WHICH	THIS
	ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PERI	AIN,	THE INSURANCE AFFORD	ED BA	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO	ALL THE TER	RMS,
INSR LTR					DEEN			1		
LTR	TYPE OF INSURANCE GENERAL LIABILITY	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
								EACH OCCURRENCE \$		
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
	CLAIMS-MADEOCCUR							MED EXP (Any one person) \$	***	
]		PERSONAL & ADV INJURY \$		
								GENERAL AGGREGATE \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$		
	POLICY PRO- LOC	<u> </u>						\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$		
	ANY AUTO							BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED AUTOS			*.				BODILY INJURY (Per accident) \$		
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$		
								\$		
	UMBRELLA LIAB OCCUR]		EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE		ļ			İ		AGGREGATE \$		
	DED RETENTION\$		l					\$	***	
	WDRKERS COMPENSATION AND EMPLOYERS' LIABILITY					"		WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A]		E.L. DISEASE - EA EMPLOYEE \$		
	If yas, describe under DESCRIPTION OF OPERATIONS below					Ì		E.L. DISEASE - POLICY LIMIT \$		
A	Professional Liability	N	Y.	AEE72448-02		1/23/2012	1/23/2013	Per Claim/ \$	10,000,0	000
								Annual Aggregate		•
	·							\$		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
The	claim made professional liab	ilit	A GC	verage is the total	aggr	egate lim	it for all	claims		
pre	sented within the annual poli cellation is in favor of the	.cy p	eric	d and is subject to	a de	ductible. !	Thirty day	notice of		
										j
	•									1
				NEL 1 4 71 441						
ŲΕ	RTIFICATE HOLDER				CAN	CELLATION		<u> </u>		
					SHC	IJI D ANY OF T	THE AROVE D	ESCRIBED POLICIES BE CAN	CELLED RES	ᇛᆝ
				•				REOF, NOTICE WILL BE		
Cit	y of Calabasas				ACC	DRDANCE WI	TH THE POLIC	Y PROVISIONS.		ļ
Att	n: Finance Department				L					
100	Civic Center Way					RIZED REPRESE	NTATIVE			
Cal	abasas CA 91032				Potrice A. molanistic				Ì	
					L	V.				
						© 19	88-2010 AC	ORD CORPORATION, All	rights rese	rved

ACTION SUMMARY REGULAR MEETING WEDNESDAY, SEPTEMBER 22, 2010

CALL TO ORDER: 7:05 p.m.

ROLL CALL: All present.

APPROVAL OF AGENDA: Approved.

ANNOUNCEMENTS/INTRODUCTIONS

- > Recognition of Las Virgenes Unified School District "Teacher of the Year" Lynda Asher, Math Teacher at A.C. Stelle.
- > Recognition of the National Young Leaders Conference Awards Winners from Calabasas High School.

ORAL COMMUNICATIONS - PUBLIC COMMENT: 11 speakers.

CONSENT ITEMS

- 1. Approval of meeting minutes from August 25, 2010. *Approved*.
- 2. Adoption of Resolution Nos. 2010-1260, 2010-1261, 2010-1262, and 2010-1263, for the Calabasas General Municipal Election to be held March 8, 2011. *Approved*.
- 3. Recommendation to approve the amendment to the sixth amended employment agreement for the City Manager. *Approved*.
- 4. Adoption of Resolution No. 2010-1250, a recommendation to direct staff to submit an application to place the William C. Masson Residence on the National Register of Historic Places. *Approved*.
- 5. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Calabasas Country Estates HOA. *Approved*.
- 6. Authorization to approve a contract change order to fund a contract extension and extra work for maintenance of common areas in Calabasas Park Estates HOA. *Approved*.
- 7. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Clairidge HOA. *Approved.*

- 8. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Palatino HOA. *Approved*.
- 9. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Oak Park HOA. *Approved.*
- 10. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Calabasas Ridge HOA. *Approved.*
- 11. Authorization to approve a contract change order to fund a contract extension and extra work for landscape maintenance of common areas in Vista Pointe HOA. *Approved*.
- 12. Recommendation to approve city budget adjustment and authorize expenditure of an additional \$239,744.00 for the City-wide Fiber Optic Interconnect and Traffic Management Center Phase III Project [Specification No. 08-09-06, Federal Aid Project No. Espl-5463(014)]. *Approved*.
- 13. Recommendation to approve a Professional Services Agreement with GM Engineering, for Professional Civil Engineering Services for the West Calabasas Road corridor and Las Virgenes Road corridor improvement projects to include roadway widening, intersection modifications and enhanced pedestrian and bicycle facilities in an amount not to exceed \$139,000.00. *Approved*.
- 14. Recommendation to award a contract to Huitt-Zollars, Inc., for development of Plans, Specifications and Estimates (PS&E's) in the amount of \$1,480,100 and a contract to Mark IV Consulting for Project Management in the amount not to exceed \$149,200 for the Lost Hills Road Interchange project. *Approved.*
- 15. Recommendation to approve a promissory note with Dollinger Properties, for the Summit of Calabasas, Bridge and Thoroughfare Fees. *Approved*.

UNFINISHED BUSINESS

- 16. Discussion regarding annexation of properties on the southern boundary of the City, north of Mulholland Highway. *Directed staff to return with a map with only property owners who have expressed interest in annexation.*
- 17. Update on Measure "R" Funding and Projects. Continued.

NEW BUSINESS

18. Discussion regarding regulation of telecommunications facilities. *Referred to CTC* and then to *Planning Commission*.

19. Presentation of the Historic Structures Report for the William C. Masson Residence. *No action taken.*

INFORMATIONAL REPORTS

20. Check Register for the period of August 18, 2010 to September 9, 2010. *No action taken.*

RECESS TO CALABASAS EDUCATION FUND BOARD OF DIRECTORS MEETING

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:15 p.m.

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas and Huitt-Zollars, Inc.)

This Amendment No.2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 10th day of October 2012 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Huitt-Zollars, Inc., 90 E. Thousand Oaks Blvd, Suite 201, Thousand Oaks, CA 91360("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated 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" May 24, 2012 proposal to "City" attached hereto as Exhibit A-1 in addition to the original scope of services as Exhibit A and incorporated herein by this reference.
- B. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.2 Approved Fee Schedule as set forth in "Consultant's" [Month, Day, Year] fee schedule to "City" attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 Expiration Date of the "Agreement" to read as follows:
 - 3.3 "Expiration Date": December 31, 2013.
- 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 \$1,880,100.00.

Initials: (City) Ref. (Contractor) M

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

"City" City of Calabasas By: Mary Sue Maurer, Mayor Date: 11/13/12	"Consultant" Huitt Zollars, Inc. By: Cliff Wall, Chief Financial Officer/Vice President Date: 10.71.12
	By:
Attest: By: Maricela Hernandez, MMC City Clerk	Je se se se se se se se se se se se se se
Approved as to form:	V /
Scott H. Howard, Interim City Attorney	18/12

HUITT-ZOLLARS, INC. • 90 E. Thousand Oaks Boulevard • Suite 201 • Thousand Oaks, CA 91360 • 605.418.1802 phone • 805.418.1819 fax • huitt-zollars.com

May 24, 2012 Revised June 5, 2012 Revised August 28, 2012

Mr. Robert Yalda City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172

RE: Lost Hills Road Interchange

Additional Services Request No. 2 Revised - Steel Bridge and Anchored Wall

(revisions shown in italics) HZ Project No. 19-0062-01

Dear Robert:

Pursuant to the results of a cost analysis prepared by others, the City has requested two major design changes for the project (Steel Tub Girder Bridge and Anchored Wall), and following is the requested revised Scope of Services as we understand it. Please note that all scope and associated fees for Huitt-Zollars project management effort of the following tasks is not included herein as it is assumed that the City's arrangement with Mark IV Consulting for Project Management overseeing currently contracted services of the Huitt-Zollars team will apply also to the tasks of these additional services.

PHASE 5: PRELIMINARY ENGINEERING

Task 5.1.2: Revised Conceptual Plan & Profile

CONSULTANT will prepare REVISED conceptual plan, profile and superelevation sheets and typical sections for Lost Hills Road, Canwood Street, and freeway ramps. Revised concepts will be provided to the City for confirmation of intent and authorization to advance the design into PS&Es.

Subtotal for Task 5.1.2: Revised Conceptual Plan & Profile

\$ 3,500

PHASE 8: ADDITIONAL DATA COLLECTION

Task 8.3.1.1: Revised Foundation Report

CONSULTANT will revise the Foundation Report to address the change to a *steel tub girder* bridge structure with an additional bent. The effort will include iterative calculations of foundation loading that result from the revised structural design and coordination with the structural engineer.

Subtotal for Task 8.3.1.1: Revised Foundation Report

\$ 2,000

Task 8.3.1,2: Revised Geotechnical Design Report

CONSULTANT will perform additional subsurface exploration to evaluate the likelihood of encountering groundwater during the installation of the proposed pile foundations for the sound walls along US-101 and Lost Hills Road. This effort will include the following tasks:

- A site reconnaissance to meet with a Los Angeles County representative and mark the boring locations and coordinate with Underground Service Alert (USA) for underground utility clearance.
- Acquisition of permits, including encroachment permits from Los Angeles County and the City of Calabasas that are needed to proceed with subsurface exploration.
- Acquisition of a permit from the Los Angeles County Department of Environmental Health Services for the installation of two monitoring wells.
- Traffic control in accordance with the City of Calabasas and Los Angeles County standards.
- Subsurface exploration consisting of the drilling, sampling, and logging of three borings along the shoulder of US-101 and one boring along Lost Hills Road up to a depth of approximately 30 feet. The borings will consist of small-diameter borings drilled with a truck-mounted drill rig to evaluate the subsurface materials. Samples from the borings will be obtained at selected intervals for laboratory testing.
- Installation of two groundwater monitoring wells in the borings along the shoulder of *Canwood Street*. The monitoring wells will consist of slotted PVC pipe, sand backfill, bentonite seal, and locking well cover. The monitoring wells will be constructed to allow for monitoring groundwater levels, as appropriate. Subsequent to the day of well installation, the monitoring wells will be evaluated for the presence of water.
- Laboratory testing of selected, representative soil samples, including evaluation of moisture
 content and dry density, percentage of particles finer than the No. 200 sieve, direct shear
 strength, and soil corrosivity.
- Data compilation and engineering analysis of the information obtained from field work and laboratory testing.
- Results of the site reconnaissance, subsurface exploration, laboratory testing, engineering
 analyses, as well as conclusions and recommendations relative to the geotechnical aspects of
 the soundwall construction in accordance with Caltrans standards, will be included in the
 revised Geotechnical Design Report.

CONSULTANT will revise the Geotechnical Design Report to include recommendations for an anchored wall along the north side of the proposed northbound off-ramp. Analysis will be completed to ensure recommendations address the potential instability of the existing cut slope in the area.

PHASE 10: ROADWAY PS&E's (35%)

CONSULTANT will revise the Conceptual Plan and Profile prepared for Task 5.1.2 above based on comments received from the City. Final concurrence on layout and profile will be obtained from the City before ROW documents are updated.

CONSULTANT will revise the ROW line along the northbound off-ramp to reflect the lesser impact of the proposed soil nail wall concept. The ROW requirements map will be prepared subsequent to the approval of Tasks 10.2.1, 10.4.1, and 10.5.1. Plats and legals will not be prepared until the City provides written acceptance of the ROW requirements map with the ROW requirements map.

Subtotal for Task 10.2.1: Revised Typical Cross Sections	\$ 250
Subtotal for Task 10.4.1: Revised Layout Sheets	\$ 410
Subtotal for Task 10.5.1: Revised Profile / Superelevation Sheets	\$ 1,000
Subtotal for Task 10.6.1: Revised Requirements Map	\$ 7,100
Subtotal for Task 10.7.1: Revised Plats & Legals	\$ 24,000

PHASE 11: ROADWAY PS&E's

Task 11.1: Revised 65% Roadway PS&E

CONSULTANT will revise the plans affected by the changes to the bridge type, the profile of Lost Hills Road, and the addition of *an anchored* wall at the northbound off-ramp. The original contracted scope of work provides a description of the services to be provided under each of these named tasks. The effort included in the task is to revise the affected portions of the various plans and get them back to a 65% level of completeness.

Subtotal for Task 11.1.2.1: 65% Revised Typical Sections	\$	1,600
Subtotal for Task 11.1.3.1: 65% Revised Key Map / Index Sheet	\$	90
Subtotal for Task 11.1.4.1: 65% Revised Layout Sheets	\$	690
Subtotal for Task 11.1.5.1: 65% Revised Profile / Superelevation Sheets	\$	6,200
Subtotal for Task 11.1.6.1: 65% Revised Construction Details	\$	6,800
Subtotal for Task 11.1.7.1: 65% Revised Temp. Water Pollution Prevention	\$	2,100
Subtotal for Task 11.1.8.1: 65% Revised Erosion Control	\$	2,100
Subtotal for Task 11.1.9.1: 65% Revised Contour Grading	\$	17,000
Subtotal for Task 11.1.10.1: 65% Revised Drainage Design	\$	20,000
Subtotal for Task 11.1.11.1: 65% Revised Utilities	\$	590
Subtotal for Task 11.1.12.1: 65% Revised Stage Construction	\$	14,000
Subtotal for Task 11.1.15.1: 65% Revised Summary of Quantities	- \$	1,400
Subtotal for Task 11.1.17.1: 65% Revised Retaining Wall Sheets	\$	40,000
Subtotal for Task 11.1.21.1: 65% Revised Roadway Special Provisions	\$	<u>470</u>
Subtotal for Task 11.1.22.1: 65% Revised Roadway Engineer's Estimate	\$	820
Subtotal for Task 11.1.23.1: 65% Revised Draft Hydrology/Drainage Report	\$	2,200
Subtotal for Task 11.1.24.1: 65% Revised Draft Storm Water Data Report	\$	2,100

Task 11.2: Revised 95% Roadway PS&E

CONSULTANT has previously completed a portion of currently contracted work toward 95% PS&E. After City review of the changes to the 65% plans, CONSULTANT will address comments and bring the level of completeness of these tasks to a level that matches what was previously completed. Effort beyond the level that matches the current level of completeness of these tasks is included in the original contracted scope of work.

Subtotal for Task 11.2.2.1: 95% Revised Typical Sections	\$ <u>540</u>
Subtotal for Task 11.2.3.1: 95% Revised Key Map / Index Sheet	\$ 30
Subtotal for Task 11.2.4.1: 95% Revised Layout Sheets	\$ 230
Subtotal for Task 11.2.5.1: 95% Revised Profile / Superelevation Sheets	\$ 1,900
Subtotal for Task 11.2.6.1: 95% Revised Construction Details	\$ 1,000
Subtotal for Task 11.2.7.1: 95% Revised Temp. Water Pollution Prevention	\$ 300
Subtotal for Task 11.2.8.1: 95% Revised Erosion Control	\$ 300
Subtotal for Task 11.2.9.1: 95% Revised Contour Grading	\$ 2,700
Subtotal for Task 11.2.10.1: 95% Revised Drainage Design	\$ 3,300
Subtotal for Task 11.2.11.1: 95% Revised Utilities	\$ 190
Subtotal for Task 11.2.12.1: 95% Revised Stage Construction	\$ 2,600
Subtotal for Task 11.2.15.1: 95% Revised Summary of Quantities	\$ 250
Subtotal for Task 11.2.17.1: 95% Revised Retaining Wall Sheets	\$ 6,400
Subtotal for Task 11.2.21.1: 95% Revised Roadway Special Provisions	\$ 60
Subtotal for Task 11.2.22.1: 95% Revised Roadway Engineer's Estimate	\$ 200
Subtotal for Task 11,2,23,1; Revised Final Hydrology / Drainage Report	\$ 640
Subtotal for Task 11.2.27.1: Revised Draft SWPPP	\$ 2,100

PHASE 12: STRUCTURES PS&E

Task 12.1.1: Revised Structure Type Selection Report

CONSULTANT will revise the Structure Type Selection Report to address the change to a three-span steel girder bridge structure with an additional bent needed to achieve a reduced structure depth. The preferred structure type is a fabricated steel box girder (i.e., tub girder) with a composite concrete deck. The effort will include preliminary layout and sizing calculations and revising the Type Selection Report to document the selection factors of the structure depth constraint and aesthetic considerations. This task also includes attendance at an additional Type Selection Review Meeting in Sacramento and addressing comments from Caltrans.

Subtotal for Task 12.1.1: Revised Structure Type Selection Report

Task 12.1.2: Retaining Wall Type Selection Report

CONSULTANT will prepare a Retaining Wall Type Selection Report to address the addition of a retaining wall on the north side of the US-101 northbound off-ramp. The effort will include preliminary calculations and cost estimating to support the decision to construct an anchored wall structure. This task also includes attendance at a Type Selection Review Meeting in Sacramento and addressing comments from Caltrans.

Task 12.2: Revised 65% Structures PS&E

CONSULTANT will revise all plans previously prepared for the current design of the cast-inplace structure to incorporate the change to a three-span steel girder structure with an additional bent. Additionally, is it estimated that three new sheets will be needed to address an additional bent and three new sheets will be needed to address the structural steel girder details. 65% Structural plans will be prepared for a steel tub girder with composite concrete deck structure with a redesigned finish surface profile of Lost Hills Road.

Subtotal for Task 12.2.1.1: 65% General Plan	\$\$	7,200
Subtotal for Task 12.2.2.1: 65% Index	\$	5,400
Subtotal for Task 12.2.3.1: 65% Deck Contours	. \$	5,400
Subtotal for Task 12.2.4.1: 65% Foundation Plan	\$	11,000
Subtotal for Task 12.2.5.1: 65% Abutment Layouts	\$	9,100
Subtotal for Task 12.2.6.1: 65% Abutment Details	\$	9,200
Subtotal for Task 12.2.7.1: 65% Bent Layout	\$	7,200
Subtotal for Task 12.2.8.1: 65% Bent Details	\$	5,400
Subtotal for Task 12,2,9,1: 65% Girder Layout	\$	7,900
Subtotal for Task 12.2.10,1: 65% Girder Details	\$	9,800
Subtotal for Task 12.2.11.1: 65% Typical Sections	\$	7,900
Subtotal for Task 12.2.12.1: 65% Miscellaneous Details	\$	9,800
Subtotal for Task 12.2.13.1; 65% Slope Paving	\$	5,400
Subtotal for Task 12.2.14.1: 65% Structure Approach	\$	5,400
Subtotal for Task 12.2.16.1: 65% Approach Drainage Details	\$	5,400
Subtotal for Task 12.5: Huitt-Zollars Coordination with TY Lin	\$	6,000

PHASE 14: LANDSCAPING PS&E

CONSULTANT will address changes to the landscape concept and the 35% plans to reflect the changes to the overall project layout and grading design. Redesign efforts will be generally focused on the landscaping of the *anchored* wall and the area within the loop. One additional meeting has been budgeted to allow for coordination and review of the revised landscape concept.

Subtotal for Task 14.2: Meetings & Coordination (additional fee)	\$ 760
Subtotal for Task 14.6.1: Revised 35% Landscape PS&E	\$ 16,000

TOTAL FOR ADDITIONAL SERVICE REQUEST NO. 2

\$ 394,580

Summary of Contract Fees with requested Additional Services:

Original Contract \$ 1,998,474

Approved Add No. 1 \$ 197,930 April 14, 2010

**Revised Requested Add No. 2 \$ 394,580 August 28, 2012

Total: \$ 2,590,984

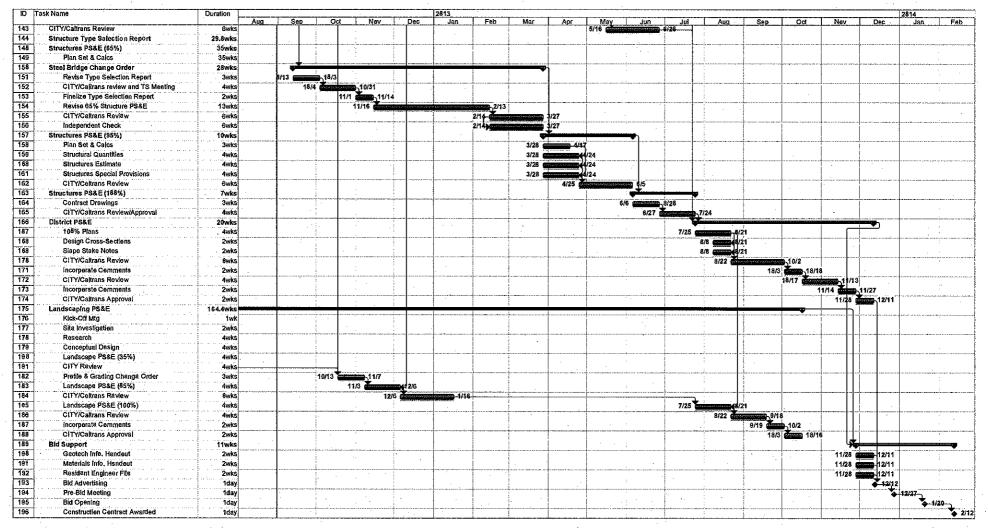
The Terms and Conditions of the original contract between Huitt-Zollars and the City of Calabasas, dated April 11, 2012, will also apply to the services described herein.

We appreciate the opportunity to submit this change order for additional services and the opportunity to continue providing services to the City of Calabasas. If the scope and fee are acceptable, please sign a copy and return to Huitt-Zollars.

Sincerely,	Accepted and Approved for
HUITT-ZOLLARS, INC.	
Pote M Bumm	(CLIENT)
Peter Bernard, P.E.	
Associate / Project Manager	(Signature)
CA PE No. 69625	
11 1	·
Kerkulu-	(Name)
Ken Rukavina, P.E.	
Vice President / Principal-in-Charge	(Title)
CA PE No. 42866	
a/19-0062-01/a/c/a/02Yalda/19-12-0037\	(Date)
U/ 19-DUM Z-U 1/8/13/8/UZ 1 SIMSI 19-1 Z-(K).1/1	

Revised Schedule DRAFT Version

. Huitt-Zoliars Lest Hills Resd Interchange Frl 8/31/12



HUITT-ZOLIARS

HUITT-ZOLLARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zollars.com

Letter of Transmittal

TRANSMITTED VIA: FEDERAL EXPRESS

DATE: 10-31-12

TO:

ANNA FORD

CITY OF CALABASAS 100 CIVIC CENTER WAY CALABASAS, CA 91302-3172

HZ PROJECT NO.:

19-0062-01

PROJECT DESCRIPTION: LOST HILLS ROAD INTERCHANGE

STEEL BRIDGE AND ANCHORED WALL

ENCLOSURES:

AMENDMENT NO. 2, DATED 10-10-12, IN THE AMOUNT OF \$394,580, SIGNED BY HUITT-ZOLLARS

ORIGINALS

COMMENTS:

PER YOUR REQUEST

FROM: KEN RUKAVINA

KenRuhi

ZK

ACTION AGENDA WEDNESDAY, OCTOBER 10, 2012

CALL TO ORDER: CLOSED SESSION - 6:02 P.M.

ROLL CALL: GAINES/SHAPIRO/MARTIN/BOZAJIAN

CALL TO ORDER: REGULAR SESSION - 7:11

ROLL CALL: ALL PRESENT

APPROVAL OF AGENDA: APPROVED

ANNOUNCEMENTS/INTRODUCTIONS:

ORAL COMMUNICATIONS - PUBLIC COMMENT:

CONSENT ITEMS:

- 1. Approval of meeting minutes from September 12, 2012. APPROVED
- 2. Recommendation to approve a Professional Services Agreement with Kramer Firm for wireless telecommunications professional consulting services. **APPROVED**
- 3. Recommendation to approve a Professional Services Agreement with Mark IV Consulting in an amount not to \$170,000 for general engineering services of building and safety and project management for the Lost Hills Interchange Project. **APPROVED**
- 4. Recommendation to approve an amendment to the existing Professional Services Agreement with Huitt-Zollars, Inc., for the Lost Hills Interchange Project. *APPROVED*
- 5. Recommendation to reclassify one hourly part-time Permit Technician position to an hourly part-time Building Assistant; and adoption of Resolution No. 2012-1355, approving the reclassification of an hourly Permit Technician position to an hourly part-time Building Assistant position. *APPROVED*
- 6. Recommendation to approve a master Professional Services Agreement with Willdan Engineering for various professional services in an amount not to exceed \$1,400,000. *APPROVED*



7. Recommendation to approve a Professional Services Agreement with Diamond West, Inc. for professional civil engineering services for the Las Virgenes Road Scenic Corridor Completion Project to include roadway widening, landscaped median construction, intersection modifications and pedestrian and bicycle facilities in an amount not to exceed \$102.50. APPROVED

NEW BUSINESS

- 8. Recommendation from the Historic Preservation Commission to approve design of plaques for historic sites. *APPROVED*
- 9. Discussion regarding amendments to Chapter 17.32 of the Calabasas Municipal Code (Oak Tree Ordinance) to incentivize the planting and maintaining of landscape oak trees.

 DIRECTION PROVIDED TO STAFF

INFORMATIONAL REPORTS

10. Check Register for the period of September 6 to September 26, 2012. NO ACTION TAKEN ON THIS ITEM

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN: 9:32 P.M.

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT (City of Calabasas and Huitt-Zollars, Inc.)

This Amendment No. 2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 5th day of December 2013 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Huitt-Zollars, Inc., 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, California 91360-5757 ("Contractor").

Contractor" dated in the following fashion:	ne
*City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1 Scope of Services as set forth in "Consultant's" [Month, Day, Year] proposal "City" attached hereto as Exhibit [A-1] and incorporated herein by this reference.	
3. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.2 Approved Fee Schedule as set forth in "Consultant's" [Month, Day, Year] 1 sehedule to "City" attached hereto as Exhibit [B-1] and incorporated herein by the reference.	fee
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": December 31, 2014.	
City" and "Contractor" desire to amend the "Agreement" by modifying the to compensation and costs payable to "Consultant" under this "Agreement" to a not exceed sum of [\$	tal t o-

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.

母、	"City" City of Calabasas By: 700 Fred Gaines, Mayor Date: 1-8-19	By:	fr Wall ief Financial Officer/Vice President
			n Rukavina, P.E.
		Date:	15.00-13
	Attest: By: Maricela Hernandez, MMC City Clerk Date:		
	Approved as to form:		
	Scott H. Howard, City Attorney	\rightarrow	

Date: 1-6-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

		LOMETAGE	*				
PRODUCER		CONTACT NAME: Judy Havs					
MHBT Inc. 8144 Walnut Hill Lane. 16th Fl		PHDNE (A/C, No. Ext):972-770-1638	FAX (A/C, No):972-376-8194				
Dallas TX 75231		E-MAIL ADDRESS:judy_hays@mhbt.com					
	•	INSURER(S) AFFDROING COVERAGE	NAIC#				
		INSURER A :Twin City Fire Insurance Co.	29459				
INSURED	HUITTZOL	INSURER B:					
Huitt-Zollars, Inc.		INSURER C:					
1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236		iNSURER D :					
Danido 1X 70202-1200	•.	INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER, 400 40000	DEVICE NO	MOCO				

COVERAGES

CERTIFICATE NUMBER: 1004698880

REVISION NUMBER:

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

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR POLICY FEE POLICY								
INSR LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY			46UUNLJ3272	6/1/2013	6/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1000000 \$1000000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10000
							PERSONAL & ADV INJURY	\$1000000
							GENERAL AGGREGATE	\$2000000
ŀ	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2000000 \$
Ā	AUTOMOBILE LIABILITY			46UENPB0920	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT. (Ea accident)	\$1000000
	X ANY AUTO	ĺ	·				BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
ł	X HIRED AUTOS X AUTOS						PROPERTY DAMAGE (Per accident)	\$
<u></u>				·			<u></u>	\$
 ^	X UMBRELLA LIAB X OCCUR			46XHURJ8271	6/1/2013	6/1/2014	EACH DCCURRENCE	\$2,000,000
	EXCESS LIAB CLAIMS-MADE					٠.	AGGREGATE	\$2,000,000
	DED X RETENTION \$10000							\$
A .	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		·	46WEZU9569	6/1/2013	6/1/2014	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1000000
1	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1000000
	DESCRIPTION OF OPERATIONS below					·	E.L. DISEASE - POLICY LIMIT	\$1000000
			•					•
	•					. 1	~	•

DESCRIPTION OF OPERATIONS / LD CATIDNS / VEHICLES (Attach ACDRD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Primary & Non-Contributory language is in form #HG001 edition 06/05 of the General Liability policy. Additional Insured and Primary & Non-Contributory language is in form HA9916 edition 09/10 of the Auto Liability policy.

General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Calabasa 100 Civic Center Way	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Calabasas CA 91302	AUTHORIZED REPRESENTATIVE
	1sep 14-

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY (CUSTOMER ID:	HUITTZOL
----------	--------------	----------

ACORD	

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

		-		 ·	
AGENCY MHBT Inc.	•		NAMED INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400		
POLICY NUMBER			Dallas TX 75202-1236	,	
CARRIER	***	NAIC CODE			
			EFFECTIVE DATE:		
ADDITIONAL DEMARKS			:		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

30 Day NOC to certificate holders except for 10 Day NOC for Non Payment. Project: 19006201

RE: Lost Hills Interchange



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2013

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

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

certificate holder in lieu of such endorsement(s).										
PRODUCER McLaughlin Brunson Insurance Agency, LLP				CONTACT NAME: Patrick P McLaughlin						
	aughiin Brunson insurance Age O LBJ Freeway	wch.	, 111	E '	PHONE (A/C, No	o. Ext): (214) 503-121:	2	FAX (A/C, No): (214)	503-8899
	te 220 las TX 75240				E-MAIL ADDRESS:					
Dal	148 IX /5240					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: Hudson	Insurance	Company		25054
	INSURED			INSURE	RB:					
-u-	tt-Zollars, Inc.				INSURE	RC:		· · · · · · · · · · · · · · · · · · ·		
171	7 McKinney Avenue			*	INSURE	RD:			···	
Dal	las TX 75202				INSURE	RE:	· .			
					INSURE	RF:	· · ·			
				NUMBER; Cert ID 18				REVISION NUM		
IN CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	OUIF PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH D HEREIN IS SUI	I RESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)		· ·	LIMITS	
	GENERAL LIABILITY	INSK	1111	TODO HOMBER		18(8800D) 1 1 1)	(1121020)) (1 ()	EACH OCCURRENC		
	COMMERCIAL GENERAL LIABILITY	,			. :			DAMAGE TO RENT PREMISES (Ea occ.	ED	
	CLAIMS-MADE DCCUR							MED EXP (Any one	person) \$	
								PERSONAL & ADV	NJURY \$	
								GENERAL AGGREG	BATE \$	
l	PDLICY PRO- LOC							PRODUCTS - COME	P/OP AGG \$	<u> </u>
_	PDLICY JECT LOC AUTOMOBILE LIABILITY							COMBINED SINGLE (Ex accident)		, ,
	ANY AUTO		·					(Ea accident) BODILY INJURY (Pe		
	ALL OWNED SCHEDULED AUTOS		•					BODILY INJURY (Pe		
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAG (Per accident)		
	Adiba.			,				(Fel discident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENC	CE S	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WDRKERS COMPENSATION AND EMPLOYERS' LIABILITY			•				WC STATU- TORY LIMITS	OTH-	
-	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE!	VT \$	
	IMARGATORY IN NHI							E.L. DISEASE - EA	EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF DPERATIONS below	<u>, , , , , , , , , , , , , , , , , , , </u>		·				EL DISEASE - POL	ICY LIMIT \$	5
A.	Professional Liability	'N	¥	AEE72448-03	-	1/23/2013		Per Claim/ Annual Aggre	s 10	,000,000
				•					\$	•
The pre	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The claim made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation is in favor of the certificate holder. RE: All Projects									
	TIEICATE UOI DES				CANC	MELLATION:		·		
CERTIFICATE HOLDER City of Calabasaa Attn: Finance Department					SHO THE ACC	EXPIRATION ORDANCE WI	I DATE THE TH THE POLIC	ESCRIBED POLIC REOF, NOTICE Y PROVISIONS.		
100	Civic Center Way abasas CA 91D32					RIZED REPRESEI Meluughliu				,
		,				© 19	88-2010 AC	ORD CORPORA	TION. All righ	its reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD





CITY COUNCIL AGENDA REPORT

DATE: JANUARY 28, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY COROALLES, CITY MANAGER

JAMES JORDAN, DIRECTOR OF PUBLIC SAFETY

SUBJECT: APPROVAL OF A CITY-COUNTY LAW ENFORCEMENT SERVICES

AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S

DEPARTMENT FROM JULY 1, 2014 THROUGH JUNE 30, 2019.

MEETING

DATE: FEBRUARY 12, 2014

SUMMARY RECOMMENDATION:

That the City Council approve a City-County Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department from July 1, 2014 through June 30, 2019. The Public Safety Commission recommended approval at its January 27, 2014 meeting.

BACKGROUND:

The Los Angeles County Sheriff's Department provides law enforcement services for 40 contract cities including the City of Calabasas. The City's current agreement expires June 30, 2014. The Board of Supervisors has authorized a 60 day period to allow the City Council time to process and sign the agreement.

DISCUSSION/ANALYSIS:

The following City Council approved law enforcement personnel and programs are included in the new service agreement:

- Community Relations/Crime Prevention Deputy
- Special Assignment Deputy
- Sheriff's Teen Traffic Offender Program (STTOP)
- Juvenile Intervention Team
- Community Services Officer
- Crime Impact Funds
- Parental Program
- Motorcycle Traffic Enforcement Deputy

FISCAL IMPACT/SOURCE OF FUNDING:

The total estimated cost for the Sheriff's Department Agreement for 2013/2014 is \$4,200,434. The 2013/2014 law enforcement budget is \$4,287,300. The 2014/2015 budget is \$4,288,000. Pursuant to Section 8.2 of the Agreement, "The rates set forth on Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors."

REQUESTED ACTION:

Motion to approve the City-County Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department from July 1, 2014 through June 30, 2019.

ATTACHMENTS:

- 1) City-County Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department from July 1, 2014 through June 30, 2019.
- Los Angeles County Sheriff's Department SH-AD 575
 Deployment of Personnel form

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES

AND CITY OF CALABASAS

TABLE OF CONTENTS

SECTI	ON	TITLE	PAGE
	REC	ITALS	2
	1.0	SCOPE OF SERVICES	2
	2.0	ADMINISTRATION OF PERSONNEL	3
	3.0	DEPLOYMENT OF PERSONNEL	4
	4.0	PERFORMANCE OF AGREEMENT	6
	5.0	INDEMNIFICATION	6
	6.0	TERM OF AGREEMENT	7
	7.0	RIGHT OF TERMINATION	7
	8.0	BILLING RATES	8
:	9.0	PAYMENT PROCEDURES	8
	10.0	NOTICES	9
	11.0	AMENDMENTS	10
	12.0	AUTHORIZATION WARRANTY	10
	13.0	ENTIRE AGREEMENT	10
i	SIGN.	ATURES	11
	ATTA	CHMENT A: Los Angeles County Sheriff's Department SH-AD 575	

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF CALABASAS

This Municipal Law Enforcement	Services Agreement	(hereinafter referred to as
"Agreement") is made and entered into this	day of	, 2014 by and
between the County of Los Angeles (her	einafter referred to as	"County") and the City of
Calabasas (hereinafter referred to as "City")		

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, such municipal law enforcement services agreements are authorized and provided for by the provisions of Section 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter,

- State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.
- 2.6 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer of said

- City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance under this agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 City, or its designated City representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.
- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) which may cause impairments in the consistent delivery of services. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify City of this change in advance. In the event that prior notice is not possible, City shall be notified of the change within two City business days. If monthly service

compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and City to discuss compliance and identify a plan for resolution. If City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime and/or staffing adjustments at no additional cost to the City, and/or City-initiated service suspensions. If the City determines it is unnecessary, City may waive either dispute resolution process discussed above.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto.
- 3.5 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement. The City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, under the

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff's Department in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full

herein.

- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the Board of Supervisors later approves a revised Assumption of Liability Agreement and/or Joint Indemnity Agreement, and the City executes the revised agreement; the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2014 through June 30, 2019, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the

County.

- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement.
- 8.4 The cost of other services requested pursuant to Paragraph 3.7 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to said City within ten
(10) calendar days after the close of each calendar month a summarized invoice
which covers all services performed during said month, and said City shall pay

- County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department Contract Law Enforcement Bureau Attn: Unit Commander 4700 Ramona Boulevard Monterey Park, California 91754 Phone #:

10.3 Notices to City of shall be addressed as follows:

City of Calabasas Attn:

Address:

Phone #:

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF CALABASAS

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

	COUNTY OF LOS ANGELES
	By
	DON KNABE Chairman, Board of Supervisors
ATTEST: SACHI HAMAI Executive Officer-Clerk Board of Supervisors	
By	
Deputy	
	CITY OF CALABASAS
	By
ATTEST:	Mayor
By	
APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel	APPROVED AS TO FORM: CITY ATTORNEY
By Senior Deputy County Counsel	Ву

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT



CONTRACT CITY LAW ENFORCEMENT SERVICES Service Level Authorization



CITY: Calabasas

FISCAL YEAR:	2013 - 2014	EFFECTIVE DATE:	7/1/2013	

CODE	SERVICES	TOTAL SE	RVICE UNITS PL	IRCHASED	CONTRAC
#		NEW	PREVIOUS	CHANGE	USE ONL
200	DEPUTY SHERIFF SERVICE UNIT	0.0000	0.0000	0.0000	
306	40 Hour	0.0000	0.0000	0.0000	
307	56 Hour	9.5200	9.8000	-0,2800	-
308	70 Hour	0.0000	0.0000	0.0000	
310	Non-Relief Non-Relief	0.0000	0.0000	0.0000	
301	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL) 40 Hour	0.0000	0.0000	0.0000	
302	56 Hour	0.0000	0.0000	0.0000	
303	70 Hour	0.0000	0.0000	0.0000	
305	Non-Relief	1.0000	2.0000	-1.0000	
00-	GROWTH DEPUTY, UNITS (Non-Relief Only)	0.0000	0.0000	0.0000	
335	Deputy	0.0000	0.0000	0.0000	1
358	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	ļ
336	Deputy, B-1	0.0000	0.0000	0.0000	!
359	Deputy, B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	GRANT UNITS (Non-Relief Only)				
383	Deputy	0.5330	0.5330	0.0000	ļ
360	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	
384	Deputy B-1	0.5000	0.5000	0.0000	ļ
361	Deputy B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
342	Lieutenant	0.0000	0.0000	0.0000	
353	Sergeant (SAO)	0.0000	0.0000	0.0000	
348	Sergeant (Motor)	0.0000	0.0000	0.0000	
354	Watch Deputy	0.0000	0.0000	0.0000	
305	Motor Deputy	1.0000	0.0000	1.0000	
325	CSA	0.5000	0.5000	0.0000	
347	Security Officer	0.0000	0.0000	0.0000	
340	Law Enforcement Tech	0.2900	0.2900	0.0000	
343	Operations Asst I	0.0000	0.0000	0.0000	
344	Operations Asst II	0.0000	0.0000	0.0000	
345	Operations Asst III	0.0000	0.0000	0.0000	
351	Station Clerk II	0.0000	0.0000	0.0000	
329	Crime Analyst	0.0000	0.0000	0.0000	
331	Custody Assistant	0.0000	0.0000	0.0000	
	Other (Need to insert cost on Pg 2)	0.0000	0.0000	0.0000	
	City Helicopter Billing Agreement (Circle / Bold Selection			YES	NO
	Detail - Business License & Renewal Applications (Circ	No / Pobl Salar	Honk	YES	NO
iconse	Detail - Acts on Violations Observed within the City (Cit	cia i poin galar	idony	THE SE	100

SH-AD 575 (REV. 4/13)

© Copyright 2013 Los Angeles County Sheriff's Department. All Rights Reserved.

HOURS OF SERVICE & ESTIMATED CHARGES

CITY: Calabasas 7/1/2013

SERVICE UNITS	UNIT	KOMAL	TOTAL	LIABILITY	TOTAL	YEARLY	ANNUAL	ANNUAL	PERSONNEL
	COST	UNITS PURCHASED	UNIT COST	@4%	COST WITH	HOURS PER SERVICE UNIT	GOAL (HOURS)	GOAL (MINUTES)	REQUIRED
DEPUTY SHERIFF SERVICE UNIT					2 No W				
40 Hour	\$250,633	0	0.00	0.00	0.00	2086			0.0000
56 Hour	\$350,886	9.52	3,340,434.72		3,474,052,11	2920	27,798	1,667,904	15.5366
70 Hour	\$438,607	0	0.00	0.00	0.00	3650	21,190	1,007,904	0.000
Non-Relief	\$227.848	0	0.00	0.00	0.00	1789	0	0	0.000
Non-Kellei	3221,040	0	0.00	0.00	0.00	1/09	- 0		0_000
		0							
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)		0							
40 Hour	#0C4 0C0	0	0.00	0.00	0.00	2086			0.000
56 Hour	\$264,362 \$370,106	0	0.00	0.00	0.00		0	0	0.000
70 Hour		0	0.00	0.00	0.00	2920 3650	0	0	0.000
	\$462,633								
Non-Relief	\$240,329	1	240,329.00	9,613.16	249,942.16	1789	1,789	107,340	1_000
		0							
		0							
GROWTH DEPUTY UNITS (Non-Relief Only)		0						l .	
Deputy	\$153,835	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy (with dedicated vehicle)	\$171,590	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1	\$166,826	0	0.00	0.00	0.00	1789	0	0	0.000
Deputy B-1 (with dedicated vehicle)	\$184,581	0	0.00	0.00	0.00	1789	0	0	0.0006
		.0							
		0							
GRANT UNITS (Non-Relief Only)		0							
Depuly	\$153,835	0.533	81,994,06	3,279.76	85,273.82	1789	954	57,212	0.5330
Deputy (with dedicated vehicle)	\$171,590	0	0.00	0.00	0.00	1789	0	0	0.0000
Depuly B-1	\$166,826	0.5	83,413.00	3,336.52	86,749.52	1789	895	53,670	0.5000
Deputy B-1 (with dedicated vehicle)	\$184,581	0	0.00	0.00	0.00	1789	0	0	0.0000
		0							
		0			THE RESERVE				
SUPPLEMENTAL POSITIO (Non-Relief Only)		0							
Lieutenant	\$243,083	0	0.00	N/A	0.00	1789	0	0	0.0000
Sergeant (SAO)	\$202,465	0	0.00	N/A	0.00	1789	0	0	0.0000
Sergeant (Motor)	\$213,600	0	0.00	0.00	0.00	1789	0	0	0.0000
Watch Deputy	\$165,216	0	0.00	0.00	0.00	1789	0	0	0.0000
Motor Deputy	\$240,329	1	240,329.00	9,613.16	249,942.16	1789	1,789	107,340	1_0000
CSA	\$57,799	0.5	28,899.50	1,155,98	30,055.48	1789	895	53,670	0.5000
Security Officer	\$96,652	0	0.00	0.00	0.00	1789	0	0	0.0000
Law Enforcement Technician	\$80,963	0.29	23,479.27	939.17	24,418,44	1789	519	31,129	0.2900
Operations Assistant I	\$77,083	0	0.00	N/A	0.00	1789	0	01,123	0.0000
Operations Assistant II	\$95,750	0	0.00	N/A	0.00	1789	0	0	0.0000
Operations Assistant III	\$109,648	0	0.00	N/A	0.00	1789	0	0	0.0000
Station Clerk II	\$71,292	Ö	0.00	N/A	0.00	1789	0	0	0.0000
Crime Analyst	\$110,195	0	0.00	N/A	0.00	1789	0	0	0.0000
Custody Assistant	\$89,363	0	0.00	0.00	0.00	1789	0	0	0.0000
Other (Need to insert cost in next column)	905,000	ō	0.00	N/A	0.00	1789	0	0	0.0000
Other (Need to insert cost in next column)		U	0,00	N/A	0.00	1769	U	- 4	0.0000
FORMATED COOK FOR SERVICE			e 1 000 070 07						
ESTIMATED COST FOR SERVICE UNITS **			\$4,038,878.55				ounc		
		L	IABILITY @ 4% =				HOURS	MINUTES	PERSONNEL
			TOTAL ESTIMA	TED COST	\$4,200,433.69				
						DEPUTY	30,541	1,832,456	17,0696
						DEPUTY, 8-1	2,684	161,010	1,5000
						LT/SERGEANT	0	이	0.0000
						CSA	895	53,670	0.5000
						CIVILIAN	519	31,129	0.2900
SH-AD 575 (REV. 4/13)									

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

City:

Calabasas

EFFECTIVE DATE: 7/1/2013

						DEPLO	YMENT					
SERVICE UNIT	TOTAL UNITS	G	ENERAL L	AW	T	RAFFIC LA	w					TOTAL UNITS
	PURCHASED	ЕМ	DAY	PM	EM	DAY	PM	MOTOR DEP	SPECIAL ASSIGN	D.B.	TÉAM LEADER	ASSIGNED
DEPUTY, GENERALIST												
40 Hour	0											0
56 Hour	9.52											0
70 Hour	0											0
Non-Relief	0											0
Motor	1											0
DEPUTY, BONUS I												
40 Hour	0					 		-				0
56 Hour	0					1						0
70 Hour	0			 				-				0
Non-Relief	1			-		-					-	0
Non-Keller												0
GROWTH DEPUTY												
Deputy	0											0
Deputy, Dedicated Veh.	0											0
B-1	0											0
B-1, Dedicated Veh.	0										- 3	0
GRANT DEPUTY												
Deputy	0.533	-						<u> </u>				0
Deputy, Dedicated Veh	0											0
B-1	0.5											0
B-1, Dedicated Veh.	0											0
	- 1											
)	Tour	55	\geq_{α}	PP	Dr	, Dero					1/29	//>
REPORT PREPARED BY:		>	7	0 0 000				-2	DATE:		1	
APPROVED BY:	J ang	UNIT	OMMANDE	- Can	_				DATE:	-6/	14/1)
CITY APPROVAL BY:	CITY OFFICIAL "I	cortify the	t I am autho	rized to mal	o this com	mitment on l	hohalf of th	o Citu''	DATE:	6/11/	13	
PROCESSED AT CLEB BY:	000	ساو	train autho		ve una com	initinent on i	Denail Of di	e only	DATE:	O	6.25.	-13
BILLING MEMO REQUIRED AND SUBMI (PERSONNEL TRANSACTION REQUEST ORGANIZATIONAL CHART REQUIRED A DUTY STATEMENT REQUIRED AND SU MINUTE PROGRAM UPDATED:	T) "PTR" REQUIRED A AND SUBMITTED:	AND SUBMIT	TED:		YES	NO Y				SH-AD 5	75 (REV. 4/	13)





CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 3, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, CITY ATTORNEY

MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: ADOPTION OF ORDINANCE 2014-309, AMENDING TITLE 2,

CHAPTERS 2.30, 237, 2.38, 2.39 AND 2.43 OF THE CALABASAS

MUNICIPAL CODE.

MEETING

DATE: FEBRUARY 12, 2014

SUMMARY RECOMMENDATION:

Ordinance No. 2014-309 was introduced at the January 22, 2014, Council meeting.

BACKGROUND:

The attached draft ordinance includes amendments made to several Chapters of Title 2 of the Calabasas Municipal Code. A summary of the reasons for the proposed amendments are set forth below and are found in the redlined/strikeout version of the proposed ordinance.

Section 2.30.020A of Chapter 2.30 – Historic Preservation Commission:

A sixth member from the Calabasas Historical Society was originally added in 2008 (Ordinance 2008-241). However, in 2010, this section was inadvertently removed (Ordinance 2010-274).

Sections 2.37 and 2.37.020 of Chapter 2.37 – Calabasas Public Safety Commission:

To make it uniform with all other Commissions, Calabasas is being removed from the title.

In 2008 a student Commissioner was added through Resolution No. 2008-1120. Adding it to the Municipal Code would rescind Resolution No. 2008.1120.

Section 2.38.040 of Chapter 2.38 – Communication & Technology Commission (CTC):

The CTC reviewed their duties and deemed it appropriate to make the recommended changes.

Sections 2.39.010, 020, 030 and 040 of Chapter 2.39 – Environmental Commission:

The proposed changes are being recommended by staff.

Section 2.43.020A of Chapter 2.43 – Library Commission:

With the Memorandum of Understanding between the City of Calabasas and the City of Hidden Hills, the addition of the ex-officio member is required.

REQUESTED ACTION:

That the Council approve the adoption Ordinance No. 2014-309.

ATTACHMENTS:

- 1. Redlined Ordinance No. 2014-309.
- 2. Proposed Ordinance No. 2014-309.

ORDINANCE NO. 2014-309

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CHAPTERS 2.30, 2.37, 2.38, 2.39 AND 2.43 OF THE CALABASAS MUNICIPAL CODE.

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

SECTION 1. Section 2.30.020A of Chapter 2.30 – Historic Preservation Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Section 2.30.020 Membership.

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

<u>SECTION 2</u>. Section 2.37 of Chapter 2.37 – Calabasas Public Safety Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 2.37 CALABASAS PUBLIC SAFETY COMMISSION.

<u>SECTION 3</u>. Section 2.37 of Chapter 2.37.020 – Public Safety Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 2.37.020 Membership.

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

SECTION 4. Sections 2.38.040, of Chapter 2.3 – Communication & Technology Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

2.38.040 Duties.

When requested by the city council, the commission will advise the city council on matters related to the city's cable television franchises and communication technology, including the following:

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

The objectives of the Commission include the following:

- A. Monitoring the performance of cable franchises regarding service performance, technical quality of signals and customer complaints; Monitoring State franchised video service providers and, to the extent permitted by Federal, State and City law and regulation, recommending enforcement actions for consideration by the City Council;
- B. Reviewing changes requested by cable franchises to the accepted regulatory conditions, as well as terms and conditions for renewal of franchises; Monitoring the status of state and federal legislation and relevant case law regarding wired and wireless telecommunications and cable television issues, making recommendations to the city council on actions to take in light of these issues and performing any additional duties related hereto as requested by the City Council;
- C. Monitoring the status of state and federal legislation regarding communications and cable television issues, and performing any additional duties related thereto; Providing input on programming and production for CTV, the Calabasas channel, and on the content of the City's website;

Formatted: Font: Univers, 12 pt

- D. Providing input on programming and production for CTV, the Calabasas channel, and on the content of the city's website; Acting as a planning commission of the City with respect to wireless communication facilities, holding public hearings on proposed applications and related Conditional Use Permits, and related actions as provided by Section 17.12.050(I) of this code;
- E. Acting as the planning commission of the city with respect to wireless communication facilities as provided by <u>Section 17.12.050(I)</u> of this code; and <u>Monitoring and recommending adoption of or further consideration of technologies to the City Council;</u>
- F. Performing such other duties as may be requested from time to time by the city council. Overseeing the issuance of permits for film and video production; and
- G. <u>Performing such other duties as may be requested from time to time by the City Council.</u>

SECTION 5. Sections 2.39.010, 020, 030 and 040 of Chapter 2.39 – Environmental Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

2.39.010 Creation.

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

2.39.020 Membership.

A. The commission shall consist of five commissioners, as the city council shall from time to time determine, who shall be lawful residents of the city and electors during their respective terms of office. A lawfully resident nonelector may also serve on the commission provided that he or she has a pending application for citizenship at the time of his or her commission appointment. Each city councilmember shall nominate a commissioner, which nomination shall be subject to city council confirmation. If there are seven commissioners, the city council shall nominate and confirm the additional commissioners. The city council may reappoint a commissioner to an unlimited number of terms. The city council, by a majority vote of the entire council, may remove a commissioner from office with or without cause. A councilmember may remove a commissioner by written notice to

the city council and may thereafter nominate a new person who shall serve for the balance of the term upon council approval unless earlier removed by the council or the appointing councilmember.

- B. Of the commissioners appointed in 2005, a majority shall be selected by lot to hold initial one-year term, and the remaining commissioners shall hold two-year terms. If in 2005 or at such other time as there have been only five commissioners, the city council as a whole appoints two additional commissioners, these two commissioners shall draw lots so that one has a one-year term and the other a two-year term as provided in subsection (C) of this section. All lots shall be drawn at a commission meeting and the results of the draws shall be stated in the minutes of the commission meeting.
- CB. Other than as provided in subsection (B) of this section, e Commissioners nominated by individual councilmembers shall have a term lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. Commissioners nominated by the council as a whole shall have two-year terms one of which shall end when the results of the city's general municipal election are certified and one a year thereafter. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed.
- C. If a vacancy occurs other than by expiration of a term, a new commissioner shall be appointed in the manner set forth above and shall serve the unexpired portion of the term to which he or she is appointed.
- D. The commission may appoint or reappoint a two high school students lawfully residing in the city as a nonvoting commissioner for a one-year term as student member and alternate student member.

2.39.030 Organization.

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

- C. With the consent of the city council, the commission may adopt rules and regulations for the transaction of its business.
- D. The community development Public Works dDirector and his/her designee, or other such person as is designated by the city manager to do so, shall serve as the secretary of the commission.

2.39.040 Duties.

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

- 1. Air quality, including transportation alternatives, stationary sources and mobile sources;
- 2. Waste management, including municipal solid waste management and compliance with AB 939, and hazard and toxic waste management;
- 3. Water quality, including National Pollutant Discharge Elimination System (NPDES) requirements, storm water discharge and watershed protection;
- 4. Flora and fauna, including habitat and species diversity, wildlife protection, and protection of trees;
- Resources, including water conservation and energy conservation, green space and scenic beauty;
- 6. Public education programs *and events*, regarding such topic areas as listed and regarding other appropriate environmental issues.
- B. As the **‡**7ree **b**8oard, the commission will also be responsible for the following:
 - The commission is to consider and propose recommendations for the adoption of the uurban from the policies and goals of the plan recommendations to carry out the policies and goals of the plan pursuant to the California Urban Forestry Act of 1978, California Public Resources Code Section 4799.06 et seq., including making recommendations for updates to the plan;
 - 2. Continued education for the care and welfare of trees;

- Review and approval of oak tree permits pursuant to Section 17.26.070 of this code;
- **4.3.** At the request of city council, the commission shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

SECTION 6. Section 2.43.020A of Chapter 2.43 – Library Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

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

<u>SECTION 7</u>. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 8. CONSTRUCTION. To the extent the provisions of the Calabasas Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read prior to the adoption of this ordinance, they shall be construed as continuations of those prior provisions and not as new enactments.

<u>SECTION 9</u>. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 10. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this 12th day of February, 2014. Fred Gaines, Mayor ATTEST: APPROVED AS TO FORM: Maricela Hernandez, MMC Scott H. Howard City Clerk City Attorney

ORDINANCE NO. 2014-309

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CHAPTERS 2.30, 2.37, 2.38, 2.39 AND 2.43 OF THE CALABASAS MUNICIPAL CODE.

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

<u>SECTION 1</u>. Section 2.30.020A of Chapter 2.30 – Historic Preservation Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Section 2.30.020 Membership.

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

<u>SECTION 2</u>. Section 2.37 of Chapter 2.37 – Calabasas Public Safety Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 2.37 PUBLIC SAFETY COMMISSION.

<u>SECTION 3</u>. Section 2.37 of Chapter 2.37.020 – Public Safety Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 2.37.020 Membership.

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

<u>SECTION 4</u>. Sections 2.38.040, of Chapter 2.3 – Communication & Technology Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

2.38.040 Duties.

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

The objectives of the Commission include the following:

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

SECTION 5. Sections 2.39.010, 020, 030 and 040 of Chapter 2.39 – Environmental Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

2.39.010 Creation.

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

2.39.020 Membership.

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

D. The commission may appoint or reappoint two high school students lawfully residing in the city as a nonvoting commissioner for a one-year term as student member and alternate student member.

2.39.030 Organization.

- A. The commission shall elect a chair and vice-chair from among its members, each for a term of one year, at its regular meeting in April of each year. No person shall serve more than two successive one-year terms in either office. The chair, or in the absence of the chair, the vice-chair, shall preside over meetings of the commission.
- B. The commission may appoint standing or ad hoc sub-committees from its membership and, with the consent of the city council, may appoint advisory committees comprised of non-commissioners.
- C. With the consent of the city council, the commission may adopt rules and regulations for the transaction of its business.
- D. The Public Works Director and his/her designee shall serve as the secretary of the commission.

2.39.040 Duties.

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

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

<u>SECTION 6</u>. Section 2.43.020A of Chapter 2.43 – Library Commission – of the Calabasas Municipal Code is hereby amended to read as follows:

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

SECTION 7. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

<u>SECTION 8</u>. CONSTRUCTION. To the extent the provisions of the Calabasas Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read prior to the adoption of this ordinance, they

shall be construed as continuations of those prior provisions and not as new enactments.

<u>SECTION 9</u>. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

<u>SECTION 10</u>. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this 12th day of February, 2014.

	Fred Cairon Marray
	Fred Gaines, Mayor
ATTEST:	APPROVED AS TO FORM:
Maricela Hernandez, MMC	Scott H. Howard
City Clerk	City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 31, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ISIDRO FIGUEROA, PLANNER

SUBJECT: ADOPTION OF ORDINANCE NO. 2014-310, AMENDING THE

CALABASAS LAND USE AND DEVELOPMENT CODE PURSUANT TO CALABASAS MUNICIPAL CODE CHAPTER 17.76 IN ORDER TO CORRECT TYPOGRAPHICAL, FORMATTING AND WORDING ERRORS.

MEETING

DATE: FEBRUARY 12, 2014

SUMMARY RECOMMENDATION:

That the Council waive further reading and adopt Ordinance No. 2014-310, amending the City of Calabasas Land Use and Development Code to correct typographical, formatting, and wording errors.

BACKGROUND:

At the January 22, 2014 City Council meeting, Ordinance No. 2014-310 was introduced. It is now appropriate for this ordinance to be formally adopted.

FISCAL IMPACT/SOURCE OF FUNDING:

The fiscal impact to the City of Calabasas will be \$75, which will be taken from the General Fund to post the filing fee for the "Notice of Exemption" with the County of Los Angeles.

REQUESTED ACTION:

Motion to waive further reading and adopt Ordinance No. 2014-310, amending the City of Calabasas Land Use and Development Code to correct typographical, formatting, and wording errors.

ATTACHMENT:

Ordinance No. 2014-310

ORDINANCE NO. 2014-310

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING AMENDMENTS TO TITLE 17-LAND USE AND DEVELOPMENT CODE.

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence including, but not limited to, the Planning Commission Resolution No. 2013-561, Planning Division staff report and attachments, and public testimony before making a final decision on January 22, 2014; and

WHEREAS, the City Council finds that the Land Use and Development Code Amendment is consistent with the goals, policies, and actions of the Calabasas 2030 General Plan and will not conflict with the General Plan; and

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

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

WHEREAS, the Land Use and Development Code Update reflects the input of residents, stakeholders, and public officials, and implements the General Plan's visions and desire for the community, is adopted in the public's interest, and is otherwise consistent with federal and state law; and

WHEREAS, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas General Plan; all reports, testimony from Planning Commission's December 19, 2013 meeting; and reports, and testimony at the City Council's January 22, 2014 meeting.

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

<u>SECTION 1</u>. Code Amendment. Title 17 of the Calabasas Municipal Code is amended to read as set forth in Attachment A.

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

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Development Code Amendment provided that the following findings are made:

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

The technical amendments to the Land Use and Development Code clarify permit procedures, correct clerical errors and reincorporate sections of the Land Use and Development Code previously approved by the City Council on January 27, 2010 but which accidentally been omitted when the Code was printed. Accordingly, these technical amendments are consistent with the action items and policy directives in the City's 2030 General Plan, which was adopted in December of 2008.

The proposed technical amendments will improve the livability of the City by enhancing established high quality land use standards for new and existing uses with the community and by implementing the vision and desires of the community as expressed in the City's 2030 General Plan. Therefore, this Development Code Amendment meets this finding.

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

The proposed technical amendments are in the public interest and reflect the input of residents, decision-makers, and other stakeholders in the community. No changes are proposed under the proposed technical amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City. Furthermore, because the proposed technical amendments will correct deficiencies and confusing sections of the Development Code, the amendments will improve the functionality of the Development Code to better protect the public interest, health, safety or general welfare of the City. As such, this project meets this finding.

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

This project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and pursuant to Section 15061(B)(3) of the CEQA Guidelines. A Notice of

2 02014-310

Exemption is prepared and will be filed in accordance to the CEQA Guidelines. As such, this project meets this finding.

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

By correcting formatting errors, omissions, and mistakes, the technical amendments to the Land Use and Development Code will improve internal consistency within the Development Code and with other titles of the Calabasas Municipal Code. Based on the foregoing evidence, this project meets this finding.

SECTION 3. CEQA. The City Council has reviewed and considered the environmental exemption and other information included in the staff reports prior to taking action on the project, and finds and determines that this Ordinance will not cause or create a significant adverse effect on the environment.

SECTION 4. Effect on Pending Applications. The changes required by this ordinance shall not apply to any projects where any of the following apply: (1) the applicant has a vested right to proceed with the proposed project, and that right is not limited by Government Code 66498.1(c) or other applicable law; (2) estoppel would prohibit the city from applying these new provisions of the municipal code; (3) a complete application for a tentative map has been filed and Government Code 66474.2 would prevent the City from applying these new provisions of the municipal code; or (4) the City would otherwise be legally prohibited from applying the new provisions of the municipal code.

<u>SECTION 5.</u> Severability. Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid and to that end the provisions of this Ordinance are hereby declared to be severable.

<u>SECTION 6.</u> Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. Effective Date. This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section

3 02014-310

36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

SECTION 9. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Land Use and Development Code Amendment associated with File No.130001608, as shown in the attached Land Use and Development Code (changes only) as set forth in Exhibit A.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2014.

	Fred Gaines, Mayor
ATTEST:	
Maricela Hernandez, MMC	_
City Clerk	
	APPROVED AS TO FORM:
	Scott H. Howard
	City Attorney

4

Exhibit A: Land Use and Development Code (changes only)

Land Use Requirements

Chapter 17.11

KEY: P=P	ermitted				17.62	for re		perm	ilt), C=	Conc				(CUP i	equired	1),		
	12	A=All	lowed a	s an	Acces	sory l	Jse, T	JP=Te	mpora	ary Us	e (TUF	requi	red)					
LAND USE	ZONE	RM	RMH	RR	RC	PD	нм	os	OS- DR	PF	REC	CL	CR	со	CMU	СВ	СТ	See standards in section
AGRICULTURE	1	T.P.																
Agricultural uses for fuel modification				Α			Α	Α									1	17.12.030 D.& E.
Equestrian Facilities				С	С		С	С			Α							
Farm Animals				Α			A/C	A/C										17.12.040
Hobby Farms				A/C			A/C	A/C										17.12.110
Kennels and animal boarding												С	С			С		17.12.1205
Plant Nurseries												С	С			С		
RESIDENTIAL																	725	
Apartments, Condominiums, Duplexes and other Multi-Family Dwellings		Р				р							С		С		С	17.12.145
Community center, neighborhood	С	С	С		С	С					Р				С			
Emergency Shelters												Р						17.12.090
Home Occupations	A	Α	Α	Α	Α	Α	A	Α							Α		Α	17.12.115
Mobilehome parks			Ç															17.12.135
Mobilehomes/manufactured housing (on a single lot)	Р	Р		Р	Р		Р											17.12.140
Planned Development - Residential						С												
Residential accessory uses and structures	А	Α	A	Α	Α	Α	A	А					Α		А			17.12.165
Residential care homes, six or fewer clients	Р	Р	P	Р	Р		Р	Р										
Residential care homes, seven or more clients		С											С		С		C(1)	

Land Use Requirements

Chapter 17.11

					TAB	LE 2-2	- LAN	ID US	E TAB	LE								
KEY: P=P	ermitte													(CUP r	equire	d),		
		_	lowed a	s an	Acces	sory l	Jse, T	UP=Te	mpora	ary Us	e (TUF	requi	ired)					
LAND USE	ZONE	RM	RMH	RR	RC	PD	нм	os	OS- DR	PF	REC	CL	CR	со	CMU	СВ	СТ	See standards
Rooming and boarding houses		С																
Secondary housing units	Р			Р			Р	Р										17.12.170
Senior residential projects		Р				Р							С		С		C(1)	17.12.180
Single-family housing	P	Р		Р	Р	Р	Р	Р			Р							
Transitional/Supportive housing	P (2)	P(2)																
INSTITUTIONAL																		
Educational																		
Schools K-12:																	-	
- Private	С	С		C						С			С					
- Public	С	С		С	С					С			С					
Schools, Universities/Colleges:																		
-Private										С			С	С	С	С		
-Public										С			С	С	С	С		
Schools, Vocational/Trade			1							С			С	С	С	С		
Medical Services																		
Veterinarian Clinic and animal hospital												С	С	С	С	С		17.12.230
Assisted Living/Congregate Care Facility		С										С	С	С	С		С	
Convalescent Care Facility (with continuous skilled nursing care)												С	С	С	С	С		
Hospital													С					
Medical Office/ Clinic/Lab						Р						С	Р	Р	Р			

Standards for Specific Land Uses

Chapter 17.12

shall demonstrate to the city that adequate controls or measures will be taken to mitigate offensive noise, vibration, dust or bright lights.

17.12.110 Hobby farms.

Hobby farms may be allowed subject to the following standards:

- A. Hobby farms for agricultural uses shall be allowed as an accessory use with a conditional use permit subject to the following standards.
 - 1. On-site sales of agricultural produce shall be prohibited.
 - 2. Hobby farms for agricultural uses are limited to twenty thousand square feet in agricultural use area on parcels two and one-half acres or less in size or forty-three thousand five hundred sixty square feet (one acre) on parcels over two and one-half acres.
 - 3. Hobby farms for agricultural uses cannot be located on slopes greater than approximately three to one nor may hobby farms involve activities which require the issuance of a commercial license by the Department of Alcoholic Beverage Control (ABC) or the Bureau of Alcohol, Tobacco and Firearms (ATF).
 - 4. Minor deviations from these general standards may be granted by the planning commission through an approval of a conditional use permit.
 - 5. Hobby farms for agricultural uses shall be subject to the standards in Section 17.12.030.
 - 6. Hobby farms for agricultural uses shall utilize organic farming methods to the extent feasible.
- B. Agricultural uses that do not meet the size limitations for a hobby farm may be allowed with a conditional use permit subject to the standards in Section 17.12.030.
- C. Hobby farms for farm animals (shall be a subject to the permits and standards in Section 17.12.040. In addition, all uses shall be designed to avoid significant adverse effects to surrounding area resources including increases in erosion, slope failure or sedimentation on adjacent or downstream watershed properties.

Standards for Specific Land Uses

Chapter 17.12

convert the mobilehome park to another use, the department shall notify the applicant in writing of the provisions of Section 798.56 of the Civil Code regarding the responsibility of the applicant to notify residents and mobilehome owners of the mobilehome park of the proposed change in use. No hearing on a proposed mobile home park conversion shall be scheduled until the applicant has verified this notification to the satisfaction of the Director.

17.12.140 Mobilehomes.

Mobilehomes (identified as manufactured homes by the National Manufactured Housing Construction and Safety Standards Act of 1974) on lots zoned for conventional single-family dwellings, and the storage of mobilehomes are subject to the requirements of this section. Mobilehomes placed in mobilehome parks (Section 17.12.1325), that are regulated by the California Department of Housing and Community Development, are not subject to the provisions of this section. Modular (also known as factory-built) housing units are considered the same as single-family dwellings for the purposes of this Development Code, and are not subject to the provisions of this section.

Mobilehomes to be used as permanent dwellings in compliance with this section are subject to the following requirements:

- A. Certified Mobilehomes. Mobilehomes that are certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC Section 5401, et seq.), are subject to the following standards:
 - 1. Location. As required by Government Code Section 65852.3, mobilehomes for permanent occupancy are considered the same as single-family dwellings, and are permitted by Chapter 17.11 in all zoning districts that allow single-family housing units;
 - Foundation System. The mobilehome shall be placed on a foundation system in compliance with Section 18551 of the Health and Safety Code; and
 - 3. Architectural Standards. Mobilehomes shall be designed and constructed with roof eave and gable overhangs of not less than one foot measured from the vertical side of the structure.
- B. Non-certified Mobilehomes. Mobilehomes that are not certified under the National Mobile Home Construction and Safety Act of 1974, and that do not meet the

Standards for Specific Land Uses

Chapter 17.12

- ii. Use no power-driven processing equipment except for reverse vending machines;
 - iii. Use containers that are constructed with durable waterproof and rustproof material, covered when the site is not attended, secured from unauthorized removal of material, and shall be of a capacity sufficient to accommodate materials collected and the collection schedule;
 - iv. Store all recyclable materials in containers or in the mobile unit vehicle, and shall not leave materials outside of containers when attendant is not present; and
 - v. Be maintained free of litter and any other waste materials, and the site for mobile facilities, at which truck(s) or containers are removed at the end of each collection day, shall be swept at the end of each collection day.
- h. Hours of Operation. Attended facilities located within one hundred feet of a property zoned or occupied for residential use shall operate only between the hours of nine a.m. and seven p.m. on any day except legal holidays.
- Large Collection Facilities. A large collection facility which is larger than three
 hundred fiftyfive hundred square feet, or on a separate parcel not accessory
 to a primary use, which has a permanent structure may be allowed in the CB
 zoning district subject to conditional use permit approval and the following
 standards.
 - a. Location Requirements. The facility shall not abut a parcel zoned or planned for residential use.
 - b. Container Location. Any containers provided for after-hours donation of recyclable materials shall be permanently located at least one hundred feet from any property zoned or occupied for residential use, constructed of sturdy, rustproof materials, with sufficient capacity to accommodate materials collected, and secured from unauthorized entry or removal of materials.

TRI MENTERS	R	esidential District Gener	al Development Standa	ırds	MARKET SERVICE	
A POSSESSION OF THE PARTY OF TH	Requirement by Zonin	g District				
	RS	RM	RR	RC	RMH	
	Minimum lot area and w	idth required for new parc	els.			
Minimum Lot Size Area Width 50 feet for interior lots, 65 feet for corner lots. Residential Density (3) Example 1 dwelling per lot, 2 dwellings per acre maximum, is allowed by Sections 17.11.010 and 17.12.17-0. In new subdivisions, 2 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum, 20 dwellings except where a suffix to the Zoning Map symbol subdivisions, 2 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 6 dwellings per acre minimum; 1 dwelling per acre, maximum, (4) Site Coverage 50% of net site area, maximum, on lots less than 1/3 acre; 35% of net site area on lots of 1/3 acre or more or 7,260 square feet, whichever is greater, on lots of 1/3 acre or					5 acres for a mobile home	
		55 feet for corner lots.	75 feet		park	
Density (3)	except where a secondary housing unit is allowed by Sections 17.11.010 and 17.12.17-0. In new subdivisions, 2 dwellings per acre minimum; 6 dwellings per acre maximum. (4) 50% of net site area, maximum, on lots less than 1/3 acre; 35% of net site area on lots of 1/3 acre or more or 7,260 square feet, whichever is greater,	minimum, 20 dwellings per acre maximum, except where a suffix to the Zoning Map symbol applies, and Section 17.12,020B allows a higher maximum density. (4) (5)	except where a secondary housing unit is allowed by Sections 17.111.010 and 17.12.170. In new subdivisions, 1 dwelling per 10 acres, minimum; 1 dwelling per acre, maximum, (4) 30% of net site area,	8 mobile homes per acre		
Setbacks	more					
Required (6)			00 for the said land and		30 feet minimum (2)	
Front	20 feet minimum		30 feet minimum		10 feet minimum (2)	
Sides (each)	10 feet minimum		20 feet minimum		30 feet minimum (2)	
Distance Between Structures	15 feet minimum 10 feet minimum	20 feet minimum	10 feet minimum		10 feet minimum	
Rear	20 feet minimum		20 feet minimum		10 feet minimum (2)	
Height Limits (7)	35 feet maximum		18 N or 1 story whicher	ve: le less	18 ft/ or 1 story whichever is less Height Limits (7)	
Hillside Development	See Section 17.20.150	(Hillside and Ridgeline De	evelopment)			
Landscaping	As required by Chapte	17.26 (Landscaping)				
Parking	As required by Chapte	r 17.28 (Parking and Load	ing)			

[Type text]

Form

		Special Purpose Distric	Table 2-7	andards				
Development Feature	Requirement t	y Zoning District						
Development reature	PD	HM	OS	OS-DR	PF	REC		
Minimum Lot Size	Minimum lot area	and width required for new pa	rcels.					
Area	Determined by Development Plan Process (Section 17.62.070)	From 40 acres to 10 acres, determined through the subdivision review process based on site opportunities and constraints, applicable Performance Standards in Chapter 17.20, and Table 6-2 - Significant Impacts of Individual Development Projects) in Chapter 17.60.	160 acres for existing open space property.	No minimum.	subdivision revier on site opportunit constraints, appli Performance Sta Chapter 17.20, a Maximum Accep	Determined through the subdivision review process based on site opportunities and constraints, applicable Performance Standards in Chapter 17.20, and Table 6-2 Maximum Acceptable Impacts of Individual Development in Chapter 17.60.		
Width		Not applicable	OS rcels. 160 acres for existing open space property. No Determined by Development Plan Process (Section 17.62.070) but in no case less than the minimum setbacks required in the RS zone. Development)					
Residential Density		1 dwelling per lot(1)		None Allowed	None Allowed	1 dwelling unit per lot(1)		
Floor Area Ratio		Not Applicable						
Setbacks (2)								
Front Sides (each) Street side Rear Interior	Determined by Development Plan Process (Section 17.62.070)	50 feet minimum 25 feet minimum 30 feet minimum 50 feet minimum 10 feet minimum between structures	Plan Process (Section 17.62.070) but in no case less than the minimum setbacks required in the RS	Not applicable	Determined by D Process (Section	evelopment Plan 17.62.070)		
Height Limits	35 feet maximum (3)	25 feet maximum (3)						
Hillside Development	See Section 17.2	20.150 (Hillside and Ridgeline	Development)					
Landscaping	As required by C	Chapter 17.26 (Landscaping)						
Parking	As required by C	Chapter 17.28 (Parking and Loa	ading)					

[Type text]

Overlay Zones

Chapter 17.18

- B. Permit and Application Requirements. All development within the -OT overlay zoning district shall be subject to site plan review and approval by the review authority. Applications shall include the forms provided by the city, and all information normally required by Section 17.629.030 for a site plan review application. Applications shall also include the following submittals, except where the director determines that existing information on file with the department or readily available to the city makes particular submittals unnecessary.
 - 1. Additional Submittal Requirements for All Applications. All site plan review applications within any -OT overlay zone shall include the following materials. These materials shall include documentation demonstrating how the project will comply with the performance standards of Chapter 17.20.
 - a. Site Plan, Topography. A topographic map prepared by a licensed land surveyor or qualified registered civil engineer, showing the building site, existing slopes, and the location of all trees on the site, at a minimum scale of one inch equals ten feet, with a maximum contour interval of two feet for all areas of the site where grading, other construction, or vegetation removal will occur.
 - b. Grading Plan. A conceptual grading plan for all access and lot improvements showing existing and proposed contours, cuts, fills and gradients.
 - c. Oak Tree Report. A report prepared by a city-qualified arborist consistent with the city's oak tree ordinance and guidelines.
 - d. Hydrology Report. A hydrologic data and hydraulic analysis report, indicating whether there will be potential drainage impacts on the site and other properties, particularly down slope properties, as a result of proposed vegetation removal or changes in natural grades, drainage, and impervious surface. If adverse drainage problems are identified, a mitigation plan may also be required.
 - e. Geology and Soils Report. A geology and soils report providing an assessment of site conditions, including geological hazards, that could potentially exacerbate or create (i) damage to the proposed development in the event of a seismic or other geological event, (ii) adverse effects upon existing development including adjacent properties. The conditions assessed are to include, where applicable, soils, slopes, slope failure potential, water table, bedrock geology, and any other substrate conditions

Overlay Zones

Chapter 17.18

17.18.025 Calabasas Highlands (-CH) overlay zone.

- A. Purpose and Applicability. The Calabasas Highlands (-CH) overlay zone is applied to the Calabasas Highlands area of the city. These are mountainous areas where existing parcels were created before modern zoning and subdivision regulations required appropriate relationships between parcel size, terrain, and building size. The intent of this zoning district is to:
 - 1. Ensure that the scale of residential development is in reasonable proportion to the size of the building site and its environmental constraints, including slope and vegetation;
 - 2. Provide standards for appropriate development in relation to the high fire hazards, flood hazards, access problems, and steep slopes of the areas to which this overlay zoning district may be applied; and
 - 3. Ensure that development is consistent with the hillside and ridgeline regulations of Article III in this title and the grading ordinance in Title 15.
- B. Permit and Application Requirements. All development within the -CH overlay zoning district shall be subject to site plan review and approval by the review authority. Applications shall include the forms provided by the city, and all information normally required by Section 176.620.030 for site plan review application. Applications shall also include the following submittals, except where the director determines that existing information on file with the department or readily available to the city make particular submittals unnecessary.
 - 1. Submittal requirements for all applications. All site plan review applications within any -CH overlay zone shall include the following materials
 - a. Documentation which demonstrates how the project will comply with the Performance Standards in Chapter 17.20, including to the Performance Standards for Hillside Development, Erosion Control Performance Standards, Seismic and Geologic Hazards Management Performance Standards, Stormwater Management and Flooding Performance Standards, and Fire Hazard Management Performance Standards.
 - b. Site Plan, Topography. A topographic map prepared by a licensed land surveyor or qualified registered civil engineer, showing the building site, existing slopes, and the location of all trees on the site, at a minimum scale of one inch equals ten feet, with a maximum contour interval of two

General Property Development and Use Standards

Chapter 17.20

public and private property, and should not interfere with pedestrian use of the sidewalk.

- s. Benches and planters should provide comfortable and adequate seating.
- t. Trash containers should be of such size and quantity so as to discourage littering.
- u. Transportation-related furniture (e.g., bicycle parking, bus shelters, bus benches, pedestrian channelization features, railings, bollards) should accommodate and encourage the use of non-automobile travel modes, without blocking sidewalk travel.
- v. Bus passenger waiting areas should be placed between the sidewalk and the street where adequate space exists. Inadequate space or driveway proximity may necessitate placing the passenger shelter behind the sidewalk.
- w. The design of utilities (e.g., traffic signal boxes, power poles, transformers, underground cables) should minimize the visual presence of these features within the streetscape.
- 9. Design Guidelines for Second Stories of Single Family Homes. The following guidelines shall be utilized by the Architectural Review Panel and Community Development Director in their review of new second story additions or new two story homes. Alternative design features may be allowed, if the reviewing body finds they are consistent with the intent of the guidelines.
 - a. Changes in wall planes and consistent level of articulation should be incorporated into every elevation of the home visible from public view.
 - b. Street facing elevations should incorporate architectural features that indicate where a first story ends and a second story begins. For example, floor delineations can be accomplished by adding rooflines.
 - c. Where appropriate, some portions of the second story roof should be lowered to the gutter or eave line of the first story roof to reduce the apparent volume of the building.
 - d. Building heights should be compatible with the size of a lot, as well as the context of the surrounding neighborhood. The height of a structure should

Affordable Housing

Chapter 17.22

- 2. Fifteen percent of the total number of units shall be rented or sold at prices affordable to households with an income of up to ninety percent of the county median income; or
- 3. Ten percent of the total number of units shall be rented or sold at prices affordable to households with an income of up to seventy-five percent of the county median income; or
- 4. Five percent of the total number of units shall be rented or sold at prices affordable to households with an income of up to fifty (5048) percent of the county median income.
- B. In order to be eligible for a density bonus and other incentives as provided by this Chapter, a proposed residential development project shall:
 - 1. Consist of five or more dwelling units; and
 - 2. Provide for the construction of one or more of the following within the development, one of which the permit applicant shall elect as the basis for its request for a density bonus:
 - a. Ten percent of the total units of a housing development for low income households, as defined in Health and Safety Code section 50079.5; or
 - Five percent of the total units of a housing development for very low income households, as defined in Health and Safety Code section 50105; or
 - c. A senior citizen housing development as defined in Civil Code sections 51.3 and 51.12, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Civil Code section 798.76 or 799.5; or
 - d. Ten percent of the total dwelling units in a common interest development as defined in Civil Code section 1351, for persons and families of moderate income, as defined in Health and Safety Code section 50093, provided that all units in the development are offered to the public for purchase; and
 - 3. Satisfy all other applicable provisions of this development code.

Parking and Loading

- 3. Rounding of Quantities. Where the number of required parking spaces results in a fraction of 0.50 or higher, the requirements shall be rounded up to the next whole space.
- 4. When a parking study is utilized, as allowed in Table 3-11, to determine the required number of parking spaces, the parking study shall be prepared by a licensed traffic engineer and shall be subject to review and approval by the director and city engineer.

Table 3-11 Parking Requirements by Land Use					
Land Use					
Agriculture					
Kennels and animal boarding	1 space for each employee, plus 1 space for each 500 sq. ft. of gross floor area.	5% of vehicle spaces.			
Plant nurseries	1 space for each 300 sq. ft. of indoor display area, plus 1 space for each 1,000 sq. ft. of outdoor display area.	5% of vehicle spaces.			
Residential					
Multi-Family and senior housing	Studio unit- 1 covered space per unit				
	1 bedroom unit - 1.5 spaces per unit, 1 of which shall be covered	1 space per unit			
	2 bedrooms or more-2 spaces for each bedroom over two. 1 of every 2 required spaces shall be covered.				
	Guest parking-1 space per 3 units	1 space per 10 units			
Condominiums and small lot single family housing	As required for multi-family housing. Each driveway with minimum dimensions of 20 ft. by 20 ft. outside of a public right-of-way or private street may be counted as a guest parking space.	1 space per unit			
Emergency Shelters	1 space for each 250 sq. ft. of gross floor area	None			
Mobilehome parks	2 covered spaces (may be tandem) per unit, plus guest parking as required for multi-family	None			
Buildings containing offices, services or recreational activity	1 space for each employee				
Residential care homes, seven or more clients	0.5 spaces per bed; plus 1 space per employee, other than doctors, of the largest shift; plus 1 space per staff or regular visiting doctor or as determined by a parking study				
Rooming and boarding houses	1 space per room or 1 space per 2 beds, whichever is greater	None			
Secondary housing units	1 space	None			
Single-family housing	2 spaces within a garage	None			
Transitional/Supportive housing	Based on type of units, use applicable standard for dwellings listed above	None			

Parking and Loading

Table 3-11 Parking Requirements by Land Use				
Institutional				
Educational				
Schools- Public and Private	3 spaces for each classroom.	1 spaces for every 10 students.		
Elementary/junior high	· · · · · · · · · · · · · · · · · · ·	-		
High school	7 spaces for each classroom; plus auditorium parking at a ratio of 1 space for each 5 fixed seats or 1 space for each 35 sq. ft. of auditorium floor area.			
University/College	1 space for every 2 full time students.			
Vocational/Trade schools	1 space for 1.5 students.	5% of vehicle spaces.		
Medical Services				
Veterinary clinics and animal hospital	1 space per 200 sq. ft. of gross floor area.	5% of vehicle spaces.		
Assisted Living/Congregate Care Facility	.5 spaces per unit 1 space per employee of the largest shift plus 1 space per regular visiting doctor or as determined by a parking study.	None		
Convalescent Care Facility (with continuous skilled nursing care)	1 space for each 3 beds			
Hospital	4 spaces for each patient bed.			
Medical services Clinics, medical/dental offices, labs including physical therapists and chiropractors. Under 20,000 sq. ft.	1 space for each 200 sq. ft. of gross floor area.	5% of vehicle spaces		
20,000+ sq. ft.	1 space for each 250 sq. ft. of gross floor area.			
Pharmacies and drug stores	1 space for each 250 sq. ft. of gross floor area.	5% of vehicle spaces		
Public				
Libraries and museums and other cultural facilities	1 space for each 500 sq. ft. of gross floor area.	10% of vehicle spaces		
Public facilities	Parking study is required to determine the parking demand generated by the use.			
Religious				
Churches and other places of worship	1 space for each 4 fixed seats, or each 7 linear ft. of bench or pew seating or where no fixed seats are provided, 1 per 20 sq. ft. of assembly area.	5% of vehicle space for places of worship		

Parking and Loading

Table 3-11 Parking Requirements by Land Use Land Use Type				
	5 spaces, plus 1 space for each 200 sq. ft. of gross floor area.	None		
Automobile Repair				
Facilities designed for customer to wait on site during service	2-spaces per service bay plus adequate queuing lanes.			
Facilities designed for customer to wait on-site during service	2 spaces per service bay plus adequate gueuing lanes.	<u>None</u>		
Self-service vehicle washing	2.5 spaces per washing stall, for queuing and drying.	None		
Car Wash - Full Service	12 spaces, plus adequate queuing and drying area.	None		
Service stations	1 space for each 180 sq. ft. of gross floor area; plus 1 space for each service bay.	5% of vehicle spaces.		
Motor vehicle and parts sales	1 space for each 450 sq. ft. of gross floor area for showroom and office, plus 1 space for each 2,000 sq. ft. of outdoor display area, plus 1 space for each 500 sq. ft. of gross floor area for vehicle repair, plus 1 space for each 300 sq. ft. of gross floor area for the parts department.	5% of vehicle spaces.		
Facilities				
Child Day Care Center	2 spaces for each employee, plus an adequate drop-off area as required by the director.	10% of vehicle scaces		
Large Family Day Care Home (9 to 14 children)	1 for each employee			
Eating/Drinking Places & Food Services				
Bar / Cocktail Lounge/Night Club	1 space for each 100 sq. ft. of gross floor area			
Banquet Hall	1 space for each 100 sq. ft. of gross floor area			
Catering Establishment	1 space for each 500 sq. ft. of gross floor area			
Restaurant - counter service	1 space for each 180 sq. ft. of gross floor area.	10% of vehicle spaces.		
Restaurants - table service	1 space for each 2.5 seats or 1 space for each 100 sq. ft. of gross	10% of vehicle spaces.		

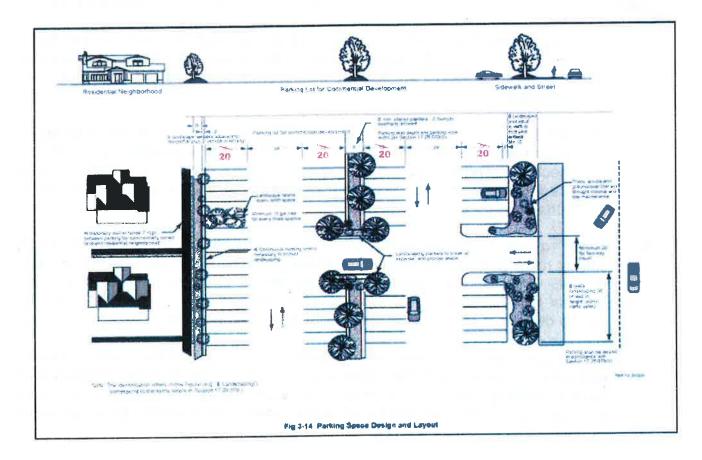
Parking and Loading

	Table 3-11 Parking Requirements by Land Use			
	floor area, whichever is greater.			
outdoor dining				
Entertainment and Recreation				
Athletic Fields	Parking study is required to determine the parking demand generated by	the use.		
Arcade	1 space for each 200 sq. ft. of gross floor area.	10% of vehicle spaces		
Auditoriums & Other Public Assembly Facilities	Parking study is required to determine the parking demand generated by the use.			
Bowling Alley	5 spaces per lane.			
Dance halls	1 space for each 50 sq. ft. of dance floor area.	None		
Health and Fitness Club	1 space for each 150 sq. ft. of gross floor area.	10% of vehicle spaces		
Golf courses and golf driving ranges	1 space per tee; plus clubhouse spaces as required for restaurants, bars, indoor recreation/fitness centers, etc.	5% of vehicle spaces.		
Motion Picture Theater	1 space per every 3 seats	5% of vehicle spaces		
Outdoor commercial recreation	Parking study is required to determine the parking demand generated b	y the use.		
Pool and billiard rooms	3 spaces per table.	5% of vehicle spaces.		
Skate Park	Parking study is required to determine the parking demand generated by	y the use.		
Tennis/racquetball courts	3 spaces per court, plus as required for incidental uses.	10% of vehicle spaces		
Theaters	1 space for every 3 fixed seats.	10% of vehicle spaces		
Lodging				
Bed and Breakfast Inn	1 space per room or suite; or 1 space per 2 beds, whichever is greater			
Hotels and motels	1 space for each guest room, plus 1 space for each 10 guest rooms.	5% of vehicle spaces.		
Offices, business, professional	1 space for each 250 sq. ft. of gross floor area.	5% of vehicles spaces		
Retail stores	1 space for each 250 sq. ft. of gross floor area.	5% of vehicle spaces.		
Furniture, furnishings, and home equipment stores	1 space for each 600 sq. ft. of gross floor area.	5% of vehicle spaces.		
Garden Supply / Nursery	1 space for each 400 sq. ft. of indoor display area, plus 1 space for each 1,000 sq. ft. of outdoor display area.	5%-st-vehicle-sesces		
Food and Beverage Stores		FO(of webish seems		
Convenience Store Grocery Store/Supermarket	1 space for each 150 sf. ft. of gross floor area.	5% of vehicle spaces		
Warehouse Retail Stores	1 space for each 200 sq. ft. of gross floor area.			
Shopping centers	1 space for each 250 sq. ft. of gross floor area. Where restaurants exceed ten (10) percent of the total gross floor area, that portion in excess of ten percent of the gross floor area shall be calculated at one parking space per one hundred square feet or as determined by a parking study.	8%-el vahide spaces		
Studios for dance, art, music, photography, etc.	1 space for each 2 students	1 space for every students.		

Parking and Loading

Business Services (Advertising agency, data processing services, photocopying, photography studio, and other similar uses.) Financial Services Barks and financial services Barber Shop & Beauty /Nail Salon Beauty/Nail salons with and without massage therapy Cemeteries and Mausoleums Day Spa Laundy – Commercial Papace for each 250 sq. ft. of gross floor area Laundy – Commercial 1 space for each 250 sq. ft. of gross floor area 1 space for each service chair. 5% of vehicle space	Table 3-11 Parking Requirements by Land Use				
Banks and financial services Personal Services Barber Shop & Beauty /Nail Salon Beauty/Nail salons with and without massage therapy Cemeteries and Mausoleums Day Spa 1 space for each 250 sq. ft. of gross floor area Public self storage 1 space for each 500 sq. ft. of gross floor area plus 2 spaces for and yes industrial Light industrial, machinery manufacturing uses. Recycling collection facilities Research and development Varience of the facility is open to the public, an on-site parking area shall be provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each company vehicle space for each 300 sq. ft. of gross floor area 1 space for each 500 sq. ft. of gross floor area plus 1 space for each vehicle space for each space for each space for area plus 1 space for each space for each space for area plus 1 space for each space for each space for area plus 1 space for each space for each space for area plus 1 space for each space for each space for each space for area plus 1 space for each space for e	(Advertising agency, data processing services, photocopying, photography studio, and other similar		5% of vehicle spaces.		
Services ATM. Personal Services Barber Shop & Beauty /Nail Salons with and without massage therapy Cemeteries and Mausoleums by the use. Day Spa 1 space for each 250 sq. ft. of gross floor area plus 2 spaces for each space for each 5,000 sq. ft. of gross floor area plus 2 spaces for each space in connection with each on-site use. Regair services Recycling collection facilities Research and development Research and development Variendus 2.5 spaces for each service chair. 5% of vehicle space for each 250 sq. ft. of gross floor area 1 space for each 250 sq. ft. of gross floor area 5% of vehicle space for each 250 sq. ft. of gross floor area plus 2 spaces for any resident manager. 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for each space floor area plus 2 spaces for each space floor each space for each space for each space floor area plus 2 spaces for each space floor each space floor area plus 2 spaces for each space floor each space floor area plus 3 space for each space floor area plus 4 space for each space floor each space fl					
Barber Shop & Beauty /Nail Salons with and without massage therapy 2.5 spaces for each service chair and 1 space for each 250 sq. ft. of gross floor area devoted to massage therapy. Cemeteries and Mausoleums by the use. Day Spa 1 space for each 250 sq. ft. of gross floor area plus 2 spaces for any resident manager. Public self storage 1 space per 400 sq. ft. of gross floor area plus 2 spaces for any resident manager. Repair services 1 space for each 500 sq. ft. of gross floor area plus 2 spaces for any resident manager. Recycling collection facilities Recycling collection facilities along and manufacturing uses. Recycling collection facilities Park and deposit recyclable materials. One employee parking space shall be provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each commercial vehicle operated by the processing center. So of vehicle space for each 500 sq. ft. of gross floor area plus 1 space for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 500			5% of vehicle spaces.		
Beauty/Nail salons with and without massage therapy Cemeteries and Mausoleums Day Spa 1 space for each 250 sq. ft. of gross floor area Laundry – Commercial 1 space for every 3 washing machines. Public self storage 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. Repair services 1 space for each 500 sq. ft. of gross floor area plus 1 space for each vehicle operated in connection with each on-site use. Recycling collection facilities Research and development 1 space for each 333 sq. ft. of gross floor area plus 1 space for each company vehicle parked on-site. 1 space for each 500 sq. ft. of gross floor area plus 2 spaces for any resident manager. Significant space for each 500 sq. ft. of gross floor area plus 1 space for each vehicle space for each commercial vehicle operated by the provided on-site for each space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space for each commercial vehicle operated by the processing center. Significant space for each 250 sq. ft. of gross floor area plus 1 space for each commercial vehicle operated by the processing center. Significant space for each 250 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space for each company vehicle parked on-site.	Personal Services				
and without massage therapy Cemeteries and Mausoleums Day Spa Laundry – Commercial Passe for each 250 sq. ft. of gross floor area 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. Revalir services 1 space for each 500 sq. ft. of gross floor area plus 2 spaces for any resident manager. Revalir services 1 space for each 500 sq. ft. of gross floor area plus 2 spaces for any resident manager. Revalir services 1 space per 400 sq. ft. of gross floor area plus 1 space for each vehicle space for each on-site use. If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 333 sq. ft. of gross floor area plus 1 space for each 5% of vehicle spaces of the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle spaces of vehicle spaces of the spaces		2.5 spaces for each service chair.	5% of vehicle spaces.		
Mausoleums by the use. Day Spa 1 space for each 250 sq. ft. of gross floor area 5% of vehicle space Laundry – Commercial 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. Revair services 1 space per 400 sq. ft. of gross floor area plus 2 spaces for any resident manager. Land Use Type Industrial Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities Provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space shall be provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space ompany vehicle parked on-site.	and without massage	·	5% of vehicle spaces.		
Laundry – Commercial 1 space for every 3 washing machines. Public self storage 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. Repair services 1 space per 400 sq. ft. of gross floor area None Land Use Type Industrial Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each commercial vehicle space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space					
Laundry – Commercial 1 space for every 3 washing machines. 5% of vehicle space public self storage 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. 1 space per 400 sq. ft. of gross floor area None Land Use Type Industrial Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 333 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space for each 5% of vehicle space space shall be provided on-site for each commercial vehicle operated by the processing center. Sesearch and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space openance of the processing center. Sesearch and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space openance of the processing center.	Day Spa	1 space for each 250 sq. ft. of gross floor area	5% of vehicle spaces.		
Public self storage 1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager. 1 space per 400 sq. ft. of gross floor area None None Land Use Type Industrial Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities Recycling collection facilities Recycling collection facilities Recycling collection facilities Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each vehicle space of vehicle			5% of vehicle spaces		
Land Use Type Industrial Light industrial, machinery manufacturing and manufacturing uses. If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. S% of vehicle space of vehicle space of vehicle space of vehicle space of vehicle space of vehicle space of vehicle space of vehicle space of vehicle space of vehicle operated by the processing center. S% of vehicle space of vehicl		1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any	None		
Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 500 sq. ft. of gross floor area plus 1 space for each 5% of vehicle space of vehicle space s	Repair services		None		
Light industrial, machinery manufacturing and manufacturing uses. Recycling collection facilities Recycling collection facilities If the facility is open to the public, an on-site parking area shall be provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development Varehousing 1 space for each 500 sq. ft. of gross floor area plus 1 space for each company vehicle parked on-site. 5% of vehicle spansions of vehicle spansions area plus 1 space for each 5% of vehicle spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area plus 1 spansions area					
provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each commercial vehicle operated by the processing center. Research and development 1 space for each 333 sq. ft. of gross floor area. 5% of vehicle spath of vehicle spath company vehicle parked on-site.	Light industrial, machinery manufacturing and		5% of vehicle spaces		
Research and development 1 space for each 333 sq. ft. of gross floor area. 5% of vehicle spa 5% of vehicle spa 5% of vehicle spa 5% of vehicle spa 5% of vehicle spa 5% of vehicle spa	Recycling collection facilities	provided for a minimum of 10 customers at any one time. Space shall be also provided for the anticipated peak load of customers to circulate, park and deposit recyclable materials. One employee parking space shall be provided on-site for each	5% of vehicle spaces		
Warehousing 1 space for each 500 sq. ft. of gross floor area plus 1 space for each company vehicle parked on-site. 5% of vehicle spa	Research and development		5% of vehicle spaces		
		1 space for each 500 sq. ft. of gross floor area plus 1 space for each	5% of vehicle spaces		
TEMPORARY AND INTERIM USES (Section 17.62.030)	TEMPORARY AND INTERIM US				

Parking and Loading



Signs Chapter 17.30

- 1. Application Filing. Sign permit applications shall be filed on the forms provided by the department and shall include all information required therein. Sign permit application shall also be accompanied by the required filing fee.
- 2. Review and Decision. A sign permit shall be approved or disapproved by the director or commission in compliance with subsection (FE) of this section. The decision of the director is appealable to the commission and decisions by the commission are appealable to the council pursuant to Chapter 17.74.
- B Sign Program. A sign program shall be required for all new shopping centers with five or more tenants or remodels of existing shopping centers with five or more tenants where new tenant spaces are created or changes are proposed to the exterior of the building. A program shall also be required as deemed necessary by the director to ensure compliance with the provisions of this chapter

A sign program shall consist of a description, including dimensions, materials, locations, and illustration of all signs proposed on the site. The sign program shall have a unifying design theme or style, as approved by the director. A separate sign permit shall be required for all signs constructed pursuant to an approved sign program.

The purpose of a sign program is to integrate a project's signs into the architectural design of a subject site and to ensure visibility of all signs. A sign program also enables the city to ensure high quality in the design and display of multiple permanent signs and to encourage creativity and excellence in sign design.

- C. Approval Authority. A sign program shall be subject to commission approval. The director may approve minor revisions to a sign program if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new sign program.
- D. If a shopping center has an approved sign program prior to the adoption of an amendment to this chapter it shall conform to the provisions of that approved sign program and not the amendment.
- E. Modifications to On-Site Sign Regulations (Section 17.30.080). In order to provide for flexibility in sign design, the commission and/or director shall have the authority to approve a sign modification for any new or existing business to allow

Signs

- 2. Signs permitted in CL, CR, CMU, CO, CB (Commercial-Limited, Commercial-Retail, Commercial-Mixed Use, Commercial-Office and Commercial-Business Park) Zones:
 - 3. Signs permitted in the CT (Commercial Old Town) Zone:

	Table 3-18 Permitted Signs in CL, CR, CMU, CO, and CB Zoning Districts						
Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
Monument	Commercial center/ complex	1 per center or complex 2 for each center/complex with 2 access driveways and a minimum separation between signs of 300 ft.	100 sq. ft. per face, 2 faces max. Sign copy limited to 50 sq. ft. with remaining square footage devoted to architectural support & design. 150 sq. ft. max. in Calabasas Road	10 ft., except that 20 ft. maximum is permitted in Calabasas Road district only and up to 25 ft. with council approval, per Section 17.30.080(B)(3)	Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Allowed to advertise the name of the center or complex and one major tenant. Multitenant signs may be allowed with an approved Sign Program. Consideration shall be given to the placement and compatibility with adjoining properties and signs.
Single	Single purpose	i per coilding 2 tor	district only, and	10 ft, except that	Must be in	Intenue a exterior All	Allowed to advertise the
ригрове	building 1 per	each single purpose	only with approval	20 ft maximum is	landscaped area	righting small comply	name of the center or
Building	e uilding / rer	pido with 2 access	of the council, per	permitted in	generally equal the	with a conting	complex and one major
	each single	driveways and a	Section	Calabasas Road	area of the sign	Ordinance Allowed-Fe	tenant Multitenant signs
	surpose bidg.	minimum separation	17.30.080(B)(3)	district only and	Must not plock	mellografiton diservations of the	may be allowed with an
	with 2 access	petween signs of 300		Wust be in	views at corners	center-or-complex-sea-one	approved Sign Program.
	driveways and	n 10 ft. except that		landscaped area	and	нимог чинали иливнопалі	Consideration shall be given
1	a-minimum	32-11-018 XI 10-01-03		generally equal the	driveways, intenor or	s gas-new to almost with	to the placement and
1	separation	permitted in		area of the sion	exterior_All-lighting	ता न्त्रभूमराम्यतं नेतृ ह	compatibility with adjoining
	Getween-Signs	Salabanas-Rese	(-	saest net-block	shall-comply with	Program Concides (nee	properties and signs.
	of 300 ft.	district only-and-us-se		views at semers	Eighting Ordinance.	shan-pargivenes-rise	
		35-ft, with sound?		and drivewave		ражинани-аап	
		арриана) - ве н жесты.				-waipaidamiv-wa Eridjonina	
		+7.50.980(B)(5)				irovertine and Agna	

Subdivision Design and Improvement

Chapter 17.46

and condominium conversions, planned developments, townhouses, zero lot line, and similar small-lot projects intending individual lot ownership. However, the minimum lot area requirements of Article II shall apply to the creation of the original parcel or parcels that are the location of the small-lot project.

- B. Size and Shape. The size and shape of new parcels shall be as required by Article II, except as otherwise provided by the following.
 - 1. Lot Width. New parcels shall be designed to have a minimum width of fifty feet; except that each parcel on a turnaround, cul-de-sac or curved street, where the side lot lines are diverging from the front to the rear of the parcel, shall have a minimum width of sixty feet, or the width required by Article II, whichever is greater, measured at the front setback line required for the main building by Article II.
 - 2. Lot Depth. No new parcel shall have a depth less than eighty feet, or a depth greater than three times the average width of the lot when the lot has a width of less than two hundred fifty (2450) feet.
 - 3. Exceptions. Parcels may be approved with a width and depth less than otherwise required by this section where:
 - a. Located in the CT (Old Town) zoning district (Chapter 17.14), and authorized through the approval of a development plan (Section 17.62.070) in compliance with the Old Town Calabasas Master Plan and Design Guidelines;
 - b. Located in the -OT and CH (Old Topanga/Highlands) overlay zoning districts (Section 17.18.020 and 17.18.025), and authorized through the approval of a development plan (Section 17.62.070); or
 - c. Located in the DP (Development Plan) overlay zoning district (Section 17.18.030) and authorized through the approval of a development plan (Section 17.62.070).
 - 4. Location of Lot Lines.
 - a. Orientation to Streets. The side lot lines of all parcels shall be at right angles to the center line of the street, and radial or approximately radial to curved streets.

Permit Approval or Disapproval

Chapter 17.62

- 1. The proposed use is permitted within the applicable zoning district and complies with all applicable provisions of this Development Code;
- 2. The proposed use is consistent with the General Plan, any applicable specific plan, any special design theme adopted by the city for the site and vicinity;
- 3. The approval of the minor use permit for the proposed use is in compliance with the California Environmental Quality Act (CEQA);
- 4. The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping for the surrounding area;
- 5. The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features related to the proposed use; and
- 6. The proposed use is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible;
- F. Expiration. A minor use permit shall be exercised within one year from the date of approval or the permit shall become void, unless an extension is approved by the director in compliance with Chapter 17.64.

17.62.050 Scenic corridor permits.

- A. Purpose. A scenic corridor permit is a discretionary review process that allows for the review and approval of development applications within the -SC (scenic corridor) overlay zoning district (Section 17.18.040),
- B. Applicability. All development within the -SC overlay zoning district shall receive land use permit approval in compliance with this subsection in addition to the permit normally required by this Development Code, except for:
 - 1. Interior tenant improvements for residential, commercial, office or industrial projects;
 - 2. Ministerial projects as defined in Section 15268 of the California CEQA Guidelines and/or the city's CEQA Guidelines;





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER

MARC SEFERIAN, P.E., T.E., SENIOR CIVIL ENGINEER

SUBJECT: PARK SORRENTO TRAFFIC CALMING EVALUATION REPORT

MEETING FEBRUARY 12, 2014

DATE:

BACKGROUND:

For many years, speeding on Park Sorrento has been a problem. In 2003, the City installed speed humps in an attempt to reduce vehicle speeds and accidents within this residential area. The speed humps proved ineffective as complaints of speeding in this neighborhood continued to rise. These complaints were well-founded as a recent study of accidents on Park Sorrento, confirmed that 42% of all accidents were speed-related.

In 2009, Staff studied different traffic calming alternatives that could be implemented in the area:

- 1] <u>Stop Signs</u> Stop signs are often used to reduce traffic speeds on residential streets; however, they cause vehicular delay and must be warranted. No location along Park Sorrento warranted a stop sign;
- 2] <u>Chicanes</u> Chicanes are curb extensions placed on alternating sides of a corridor that require drivers to slow down as they make additional turns while travelling the corridor. Park Sorrento had sections with closely placed intersections and driveways which made the installation of chicanes difficult and less effective:

- 3] <u>Speed Humps</u> –Speed humps were established on Park Sorrento, but over time proved ineffective deflection was not great enough to force drivers to slow down. More effective speed humps could not be constructed since they significantly hinder the operation of emergency response vehicles;
- 4] Neighborhood Gateways Gateways placed at the ends of the street narrow the road and force drivers to slow down as they enter the neighborhood. The speed-reduction benefits of these facilities, however, is limited and since this section of Park Sorrento was over 2000' in length, they were abandoned as an effective traffic calming application at this location;
- 5] <u>Traffic Circles</u> Traffic circles require drivers to slow down at the intersection to maneuver around the circle without causing any significant delay. If ample right-of-way is available for their construction, they are an excellent means to reduce driver speed on a popular corridor; and,
- 6] <u>Landscaped Parkways</u> Landscaped parkways narrow the traffic lanes and induce drivers to travel at lower speeds.

After a review of the alternatives, Staff determined that the installation of three 12' diameter landscaped traffic circles on Park Sorrento at the intersections of Park Adelfa, Park Jacaranda and Park Olivo combined with a large landscaped parkway feature would provide the most effective and safe traffic calming benefits without causing drivers significant delay.

The combination of traffic circles and landscaped parkways cause the following:

- 1] Landscaped parkways narrow the traffic lanes throughout the zone reducing driving speed as drivers feel they have limited space to operate the vehicle; and,
- 2] Traffic circles force drivers to further slow down at the intersections in the zone to successfully maneuver their vehicles around the traffic circles.

The new devices will break up the long, straight portion of Park Sorrento where it needs it most, in the middle, and will help reduce the overall travelling speed on the roadway.

The lower traffic speed will, subsequently, lessen the frequency of vehicle collisions, reduce the severity of collisions when they do occur, and improve the overall safety of the neighborhood. A comprehensive discussion on the benefits of traffic circles and roundabouts from the Washington State Department of Transportation is included in Exhibit A.

Parking on Park Sorrento was prohibited prior to construction and was posted as such. The width of the travel lanes did not provide enough room for both traffic movement and parking. Therefore, the installation of these devices did not diminish any legal parking in the zone.

Additionally, no legal parking on any of the cul-de-sac streets was eliminated when the new improvements were installed. Staff conducted an inventory of available onstreet parking and driveway parking spaces after the improvements were completed and within the project limits. A total of 23 on-street and 193 driveway parking spaces are available within the project limit area. Exhibits B and C illustrate the available on-street and driveway parking spaces, respectively.

The design also incorporated these additional components:

- Environmentally-friendly bioswales that will decrease the amount of contamination that occurs with stormwater runoff; and,
- The traffic circles were designed to accommodate the fire trucks and school busses that presently use the roadway.

Exhibit D shows the project design and the installed improvements; Exhibit E illustrates a truck turning template used by Staff when designing the traffic circles.

DISCUSSION/ANALYSIS:

During and after construction, Staff received calls from residents expressing concern over some of the aesthetics and safety components of the projects. Staff worked with the community to mitigate their issues while remaining within State and local traffic and engineering standards. The following modifications were made to address resident concerns:

Signage and Striping Modifications

All projects that modify existing traffic patterns experience a time of adjustment for all users. To prevent accidents during the adjustment period, the City made a concerted effort to mark and identify these modifications with supplementary signage and traffic control devices.

Residents expressed concern that the new signing and striping along the corridor and on the three residential cul-de-sacs compromised the residential nature of the roadway. Staff reviewed the plans and signing and striping were reduced to the minimum traffic standards that preserve roadway safety. The following individual actions were taken:

1] Center striping on the cul-de-sac streets leading up to the splitter islands was removed;

- 2] "Yield" signs facing cul-de-sac traffic were made smaller;
- 3] Keep-Right symbol signs and object markers were removed from all three splitter islands at intersections of Park Jacaranda. (Cul-De-Sac & Park Sorrento)
- 4] Keep-Right symbol signs and object markers were removed from two splitter islands at Park Olivo and Park Adelfa intersections.
- 5] Reflectors were used to replace "Keep-Right" symbol signs and object markers to improve nighttime recognition of the new roadway features;
- 6] "Road Narrows" sign was removed from the tapering landscaped parkway between Park Adelfa and Park Ora.
- 7] The large "One-Way" directional signs at the three traffic circles were replaced with smaller traffic circle symbol directional signs.
- 8] A "25mph Speed Limit" sign was removed from the street light pole at Park Adelfa
- 9] The advanced warning signs identifying the traffic circle and Cul-De-Sac street names were removed

Pedestrian Safety Modifications

Staff also reviewed several resident concerns about pedestrians not having enough space to safely cross the cul-de-sac streets. In response, Staff trimmed the splitter islands and added additional striping to separate the travel lane from the pedestrian crossing thus creating a better path for pedestrians at these locations by providing additional space. Figure 1 illustrates the modifications performed.

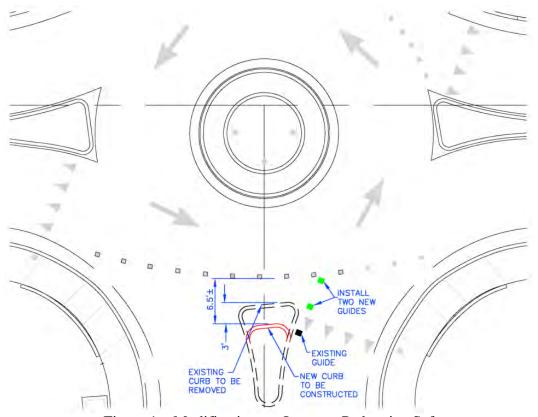


Figure 1 – Modifications to Improve Pedestrian Safety

In addition to the improvements, Staff took the following actions to supplement the overall effectiveness of the traffic calming project:

- 1] Routine nighttime checks by Staff to assess nighttime safety; and,
- 2] Assignment of a traffic officer to enforce the area for speed and other traffic law compliance.

After the improvements were in place for a few months, a "before and after" speed study was conducted to assess the effectiveness of the traffic calming improvements. Videos of different types of vehicles were also taken to ensure the new improvements did not hinder day-to-day or emergency operations.

Speed Study:

Speed surveys serve as a valuable information source in determining safe and reasonable speeds for local roads. California State law requires that the posting of speed limits be based on the 85th percentile of travel speeds for any street. The 85th percentile speed is defined as the speed at which 85% of the traffic is traveling at or below. Experience has shown that the 85th percentile speed is characteristic to safe and reliable driving and generally represents a reasonable value to use as the speed limit.

In general, speed limits are set in increments of 5 MPH. Speed limits that are set above the 85th percentile tend to make very few additional drivers operate their vehicle within legal speed limits. On the other hand, speed limits that are set below the 85th percentile will tend to make a large number of drivers operate their vehicles at a speed above the legal limit.

For practical purposes and to conform to the 5 MPH increment, the numerical speed limit is usually set at the 5 MPH increment directly above or below the 85th percentile speed. This speed limit value is realistic and readily enforceable and defines the point at which law enforcement agencies issue citations to reckless and/or unreliable drivers that do not conform to what the majority (85%) of drivers find reasonable.

If necessary, a traffic engineer can reduce the speed limit by an additional 5 MPH if there are conditions present that are not readily apparent to drivers. This allows a speed limit to be reduced from the 85th percentile by up to 10 MPH, when justified by a licensed engineer. Any adjustments beyond these parameters are difficult to defend.

In order to evaluate the effects of the newly installed traffic calming devices on Park Sorrento, Staff conducted a speed survey complying with all the requirements and guidelines outlined in latest California Manual of Traffic Control Devices and California Vehicle Code. This survey was performed using the City-owned, hand-

held speed radar devices during morning non-peak hours on January 15, 2014 and the afternoon non-peak hours on January 16, 2014.

The 85th percentile speed for both days was determined to be 27 mph. The 2008 speed study prior to installation of the traffic circles shows that the 85th percentile speed for the same segment of the roadway was 40 mph.

Clearly the newly installed traffic calming devices have been very effective and the 85th percentile speed has been reduced by 13 mph. See Exhibits F, G and H.

As a result of the study, Staff is in the process of preparing a report and resolution to Council to reduce the speed limit on Park Sorrento, between Park Adelfa and Park Mirasol to 25 MPH.

Video of various vehicles Maneuvering throughout the Project Area

Videos of the following types of vehicles maneuvering throughout the project area will be presented at the council meeting.

- Large fire truck maneuvering through traffic circle and accessing the residential cul-de-sac.
- Garbage truck maneuvering through circle and accessing the residential culde-sac.
- A large SUV going around the circle and accessing the residential cul-de-sac.
- Cars slowing down and maneuvering safely through the circles.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact for this item.

REQUESTED ACTION:

None.

ATTACHMENTS:

Exhibit A	Washington State Department of Transportation comprehensive
	discussion on the benefits of traffic circles
Exhibit B	Available on-street parking spaces
Exhibit C	Available driveway parking spaces
Exhibit D	Project improvement drawing
Exhibit E	40' long School bus maneuvering through traffic circles
Exhibit F	Morning hours speed study data
Exhibit G	Afternoon hours speed study data
Exhibit H	2008 speed study results



Roundabout Benefits

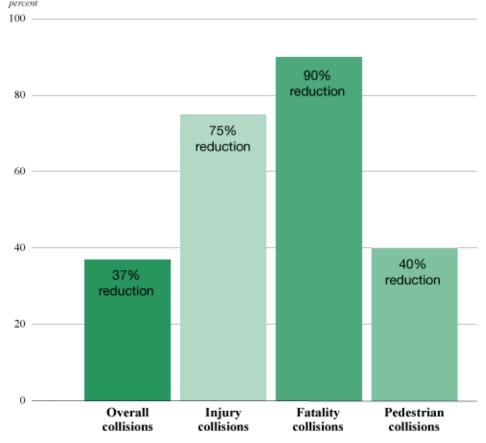
Improve safety

Studies have shown that roundabouts are safer than traditional stop sign or signal-controlled intersections.

Roundabouts reduced injury crashes by 75 percent at intersections where stop signs or signals were previously used for traffic control, according to a study by the Insurance Institute for Highway Safety (IIHS). Studies by the IIHS and Federal Highway Administration have shown that roundabouts typically achieve:

- A 37 percent reduction in overall collisions
- A 75 percent reduction in injury collisions
- A 90 percent reduction in fatality collisions
- A 40 percent reduction in pedestrian collisions

Reduction in collisions



Source: Federal Highway Administration and Insurance Institute for Highway Safety (FHWA and IHS)

There are several reasons why roundabouts help reduce the likelihood and severity of collisions:

- Low travel speeds Drivers must slow down and yield to traffic before entering a roundabout. Speeds in the roundabout are typically between 15 and 20 miles per hour. The few collisions that occur in roundabouts are typically minor and cause few injuries since they occur at such low speeds.
- **No light to beat** Roundabouts are designed to promote a continuous, circular flow of traffic. Drivers need only yield to traffic before entering a roundabout; if there is no traffic in the roundabout, drivers are not required to stop. Because traffic is constantly flowing through the intersection, drivers don't have the incentive to speed up to try and "beat the light," like they might at a traditional intersection.
- One-way travel Roads entering a roundabout are gently curved to direct drivers into the intersection and help them travel counterclockwise around the roundabout. The curved roads and one-way travel around the roundabout eliminate the possibility for T-bone and head-on collisions.

Reduce delay, improve traffic flow

Contrary to many peoples' perceptions, roundabouts actually move traffic through an intersection more quickly, and with less congestion on approaching roads. Roundabouts promote a continuous flow of traffic. Unlike intersections with traffic signals, drivers don't have to wait for a green light at a roundabout to get through the intersection. Traffic is not required to stop – only yield – so the intersection can handle more traffic in the same amount of time.



Studies by Kansas State University http://www.ksu.edu/roundabouts/ measured traffic flow at intersections before and after conversion to roundabouts. In each case, installing a roundabout led to a 20 percent reduction in delays. Additional studies by the IIHS of intersections in three states, including Washington, found that roundabouts contributed to an 89 percent reduction in delays and 56 percent reduction in vehicle stops.

Less expensive

The cost difference between building a roundabout and a traffic signal is comparable. Where long-term costs are considered, roundabouts eliminate hardware, maintenance and electrical costs associated with traffic signals, which can cost between \$5,000 and \$10,000 per year.

Roundabouts are also more effective during power outages. Unlike traditional signalized intersections, which must be treated as a four-way stop or require police to direct traffic, roundabouts continue to work like normal.

Less space

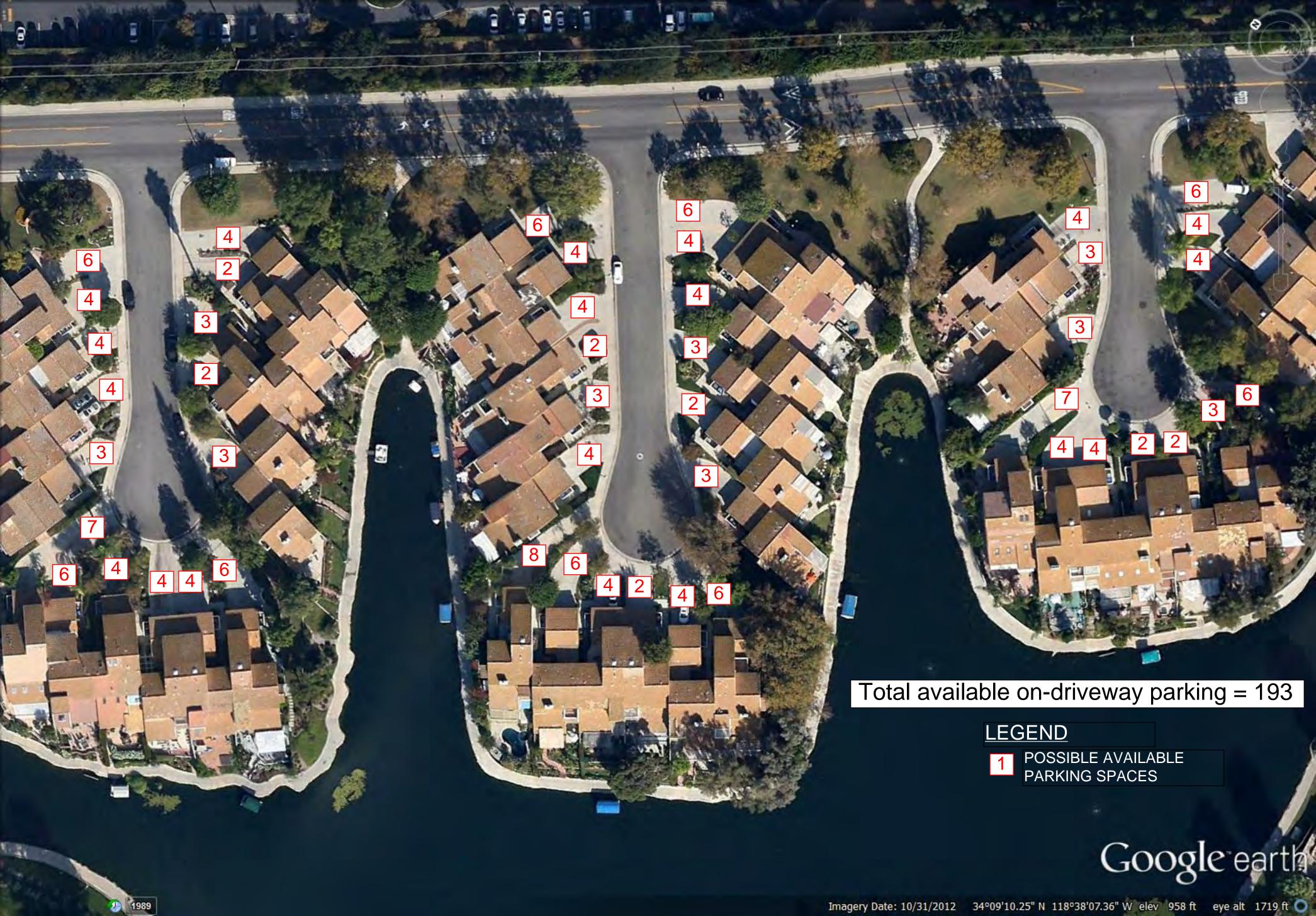
A roundabout may need more property within the actual intersection, but often take up less space on the streets approaching the roundabout. Because roundabouts can handle greater volumes of traffic more efficiently than signals, where drivers may need to line up to wait for a green light, roundabouts usually require fewer lanes approaching the intersection.

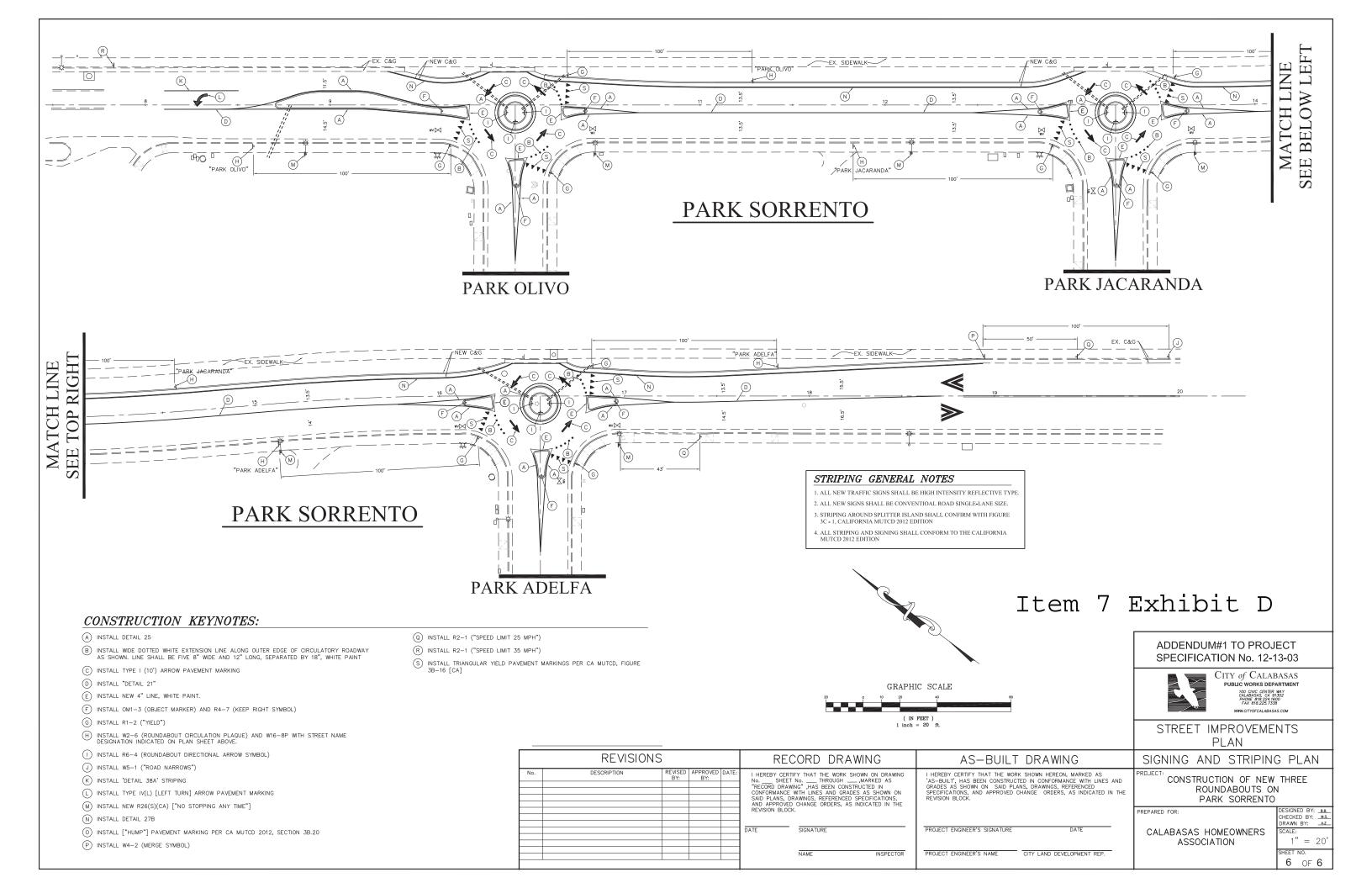
Good locations for roundabouts

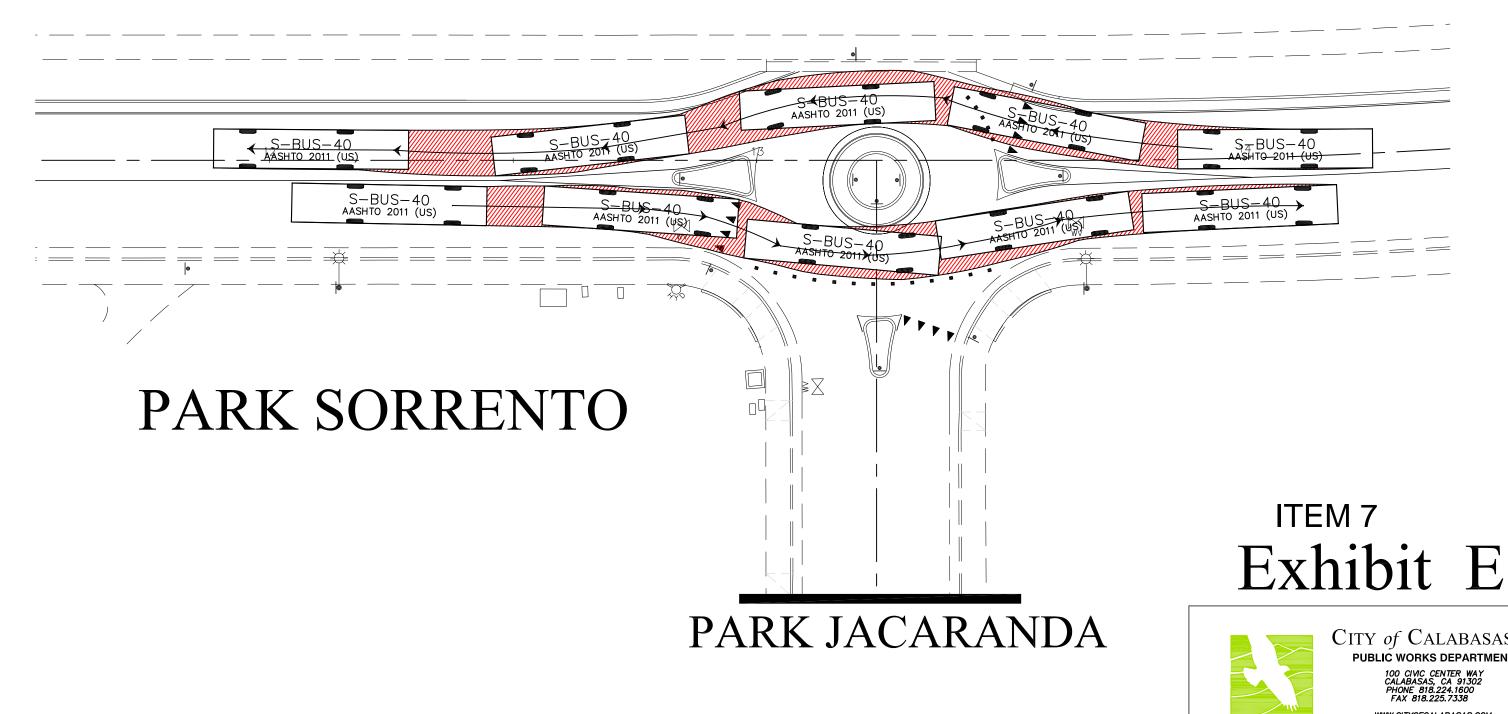
Roundabouts are safe and efficient, but they are not the ideal solution for every intersection. We look at several factors when deciding to build a roundabout at a specific intersection. Engineers consider these characteristics when determining the best solution for a particular intersection:

- **Accident history** data about the number of accidents, type of crash, speeds, and other contributing factors are analyzed.
- **Intersection operation** the level of current and projected travel delay being experienced, and backups on each leg of the intersection.
- **Types of vehicles using the intersection** we look at the different kinds of vehicles that use the intersection. This is especially important for intersections frequently used by large trucks.
- **Cost** this includes the societal cost of accidents, right-of-way (land purchase) requirements, and long-term maintenance needs.











CITY of CALABASAS **PUBLIC WORKS DEPARTMENT**

WWW.CITYOFCALABASAS.COM

PARK SORRENTO 40' SCHOOL BUS GOING AROUND CIRCLES

Item 7 Exhibit F

CITY OF CALABASAS

ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento Location: Park Olivo to Park Adelfa

Direction: NB/SB

From/To: Park Adelfa to Park Jacaranda

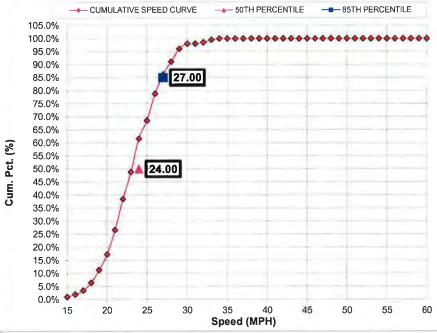
50th Percentile Speed: 85th Percentile Speed: 10 MPH Pace Speed 24.00 MPH 27.00 MPH

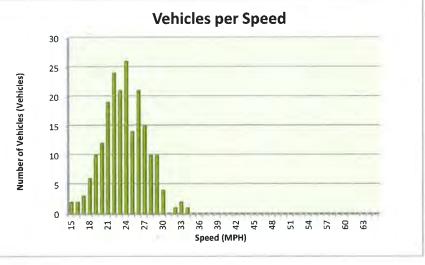
TO 29

Percent in Pace Speed: Number of Vehicles Observed: 84.73%

_	٠.	•	_	•	۰
	2	C	13		

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





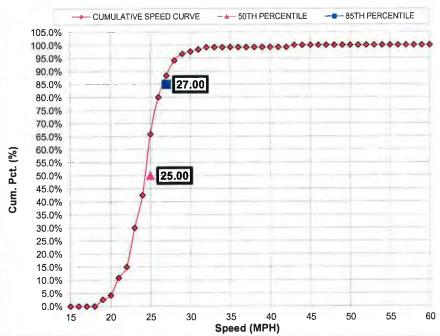
Item 7 Exhibit G

CITY OF CALABASAS

ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

25.00 MPH 50th Percentile Speed: Street: Park Sorrento 85th Percentile Speed: 27.00 MPH Location: Park Olivo to Park Adelfa 10 MPH Pace Speed 20 TO 29 Direction: NB/SB Percent in Pace Speed: 94.17% From/To: Park Adelfa to Park Jacaranda Number of Vehicles Observed: 120

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PC1 (%)	
15	0	0.0%	0.0%	
16	0	0.0%	0.0%	
17	0	0.0%	0.0%	
18	0	0.0%	0.0%	
19	3	2.5%	2.5%	
20	2	1.7%	4.2%	
21	8	6.7%	10.8%	
22	5	4.2%	15.0%	
23	18	15.0%	30.0%	
24	15	12.5%	42.5%	
25	28	23.3%	65.8%	
26	17	14.2%	80.0%	
27	10	8.3%	88.3%	
28	7	5.8%	94.2%	
29	3	2.5%	96.7%	
30	1	0.8%	97.5%	
31	1	0.8%	98.3%	
32	1	0.8%	99.2%	
33	0	0.0%	99.2%	
34	0	0.0%	99.2%	
35	0	0.0%	99.2%	
36	0	0.0%	99.2%	
37	0	0.0%	99.2%	
38	0	0.0%	99.2%	
39	0	0.0%	99.2%	
40	0	0.0%	99.2%	
41	0	0.0%	99.2%	
42	0	0.0%	99.2%	
43	1	0.8%	100.0%	
44	0	0.0%	100.0%	
45	0	0.0%	100.0%	
46	0	0.0%	100.0%	
47	0	0.0%	100.0%	
48	0	0.0%	100.0%	
49	0	0.0%	100.0%	
50	0	0.0%	100.0%	
51	0	0.0%	100.0%	
52	0	0.0%	100.0%	
53	0	0.0%	100.0%	
54	0	0.0%	100.0%	
55	0	0.0%	100.0%	
56	0	0.0%	100.0%	
57	0	0.0%	100.0%	
58	0	0.0%	100.0%	
59	0	0.0%	100.0%	
60	0	0.0%	100.0%	
61	0	0.0%	100.0%	
62	0	0.0%	100.0%	
63	0	0.0%	100.0%	
64	0	0.0%	100.0%	
65	0	0.0%	100.0%	
		0.070	1 100.070	



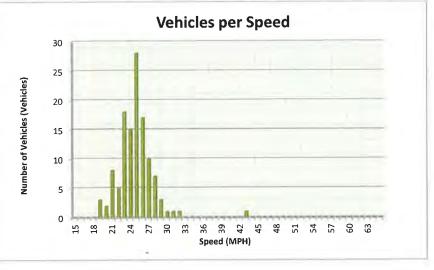


Exhibit H 2008 Speed Study

CITY OF CALABASAS

ENGINEERING AND TRAFFIC SURVEY SPEED SURVEY DATA SHEET

Street: Park Sorrento
Location: At Tennis Center
Direction: North/South

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

5/2

53

54

55

56

57

58

59

60

61

62

63

64

65

From/To: Park Granada & Park Adelfa

50th Percentile Speed: 85th Percentile Speed: 10 MPH Pace Speed Percent in Pace Speed:

Number of Vehicles Observed:

36.20 39.90 31 TO 40 73.30% 131

SPEED (MPH)	NO. (VEH.)	PCT. (%)	CUM. PCT (%)
15	0	0.0%	0.0%
16	0	0.0%	0.0%
17	0	0.0%	0.0%
18	0	0.0%	0.0%
19	0	0.0%	0.0%
20	2	1.5%	1.5%
21	0	0.0%	1.5%
22	0	0.0%	1.5%
23	1	0.8%	2.3%
24	0	0.0%	2.3%
25	4	3.1%	5.3%
26	0	0.0%	5.3%
27	4	3.1%	8.4%
28	2	1.5%	9.9%
29	0	0.0%	9.9%
30	4	3.1%	13.0%
31	8	6.1%	19.1%
32	4	3.1%	22.1%
33	6	4.6%	26.7%
34	9	6.9%	33.6%
35	10	7.6%	41.2%

17

13

12

5

3

0

0

0

0

0

0

0

()

0

0

0

0

0

0

131

13.0%

9.9%

6.9%

3.8%

2.3%

0.8%

1.5%

1.5%

0.0%

0.8%

0.0%

0.8%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

0.0%

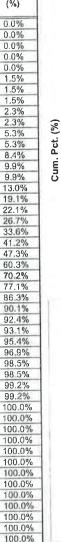
0.0%

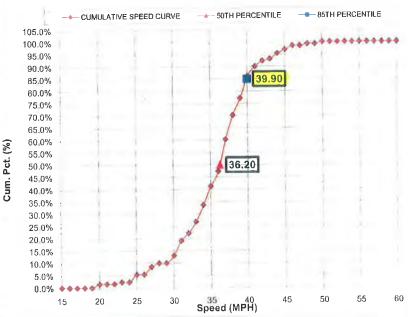
100.0%

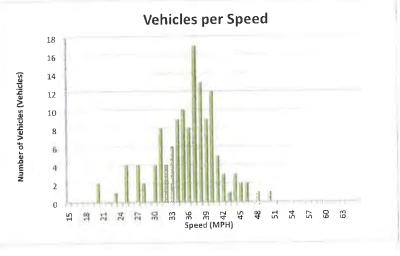
100.0%

100.0%

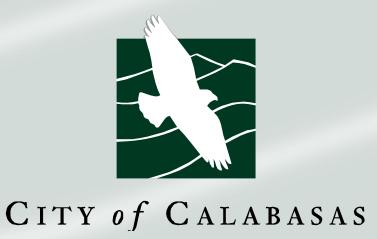
100.0%







PARK SORRENTO TRAFFIC CALMING/BEAUTIFICATION



CITY COUNCIL February 12, 2014

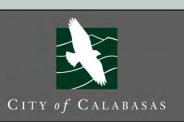
- Complaints of speeding in this neighborhood have risen significantly
- In the past 7 years, 42% of all accidents were speedrelated
- Park Sorrento's appeal to provide a short-cut from drivers travelling on Valmar Rd. to The Commons area is degrading the residential neighborhood adjacent to the corridor

Background - Project Need



- Three successive landscaped traffic circles
 - Individually, drivers are forced to slow down to maneuver their vehicle around the circle
 - Collectively, they create an extended segment of more demanding travel and reduce the likelihood of drivers resuming higher travel speeds
- Landscaped Parkways
 - Narrow traffic lanes induce lower driving speeds
 - Provide an opportunity for landscaping to enhance the neighborhood aesthetics

Background - Design Decisions

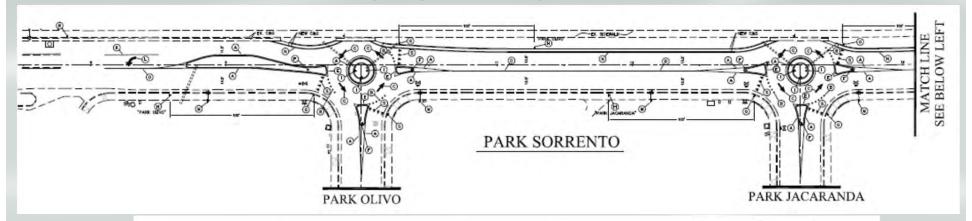


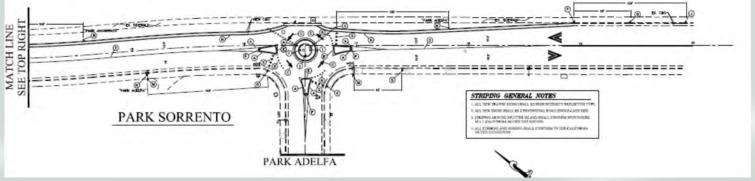
- Environmentally-friendly Bioswales
 - Decrease the amount of contamination that occurs with storm water runoff
- Designed to accommodate larger vehicles
 - Fire Trucks and School Busses
- Reduction of Available On-Street Parking Minimized
 - On-street parking along Park Sorrento never legal
 - Cul-de-sac parking was not compromised

Background - Additional Features



Signing & Striping Plan





Final Design



- 1] Center striping on the cul-de-sac streets leading up to the splitter islands was removed;
- 2] Yield signs facing cul-de-sac traffic were made smaller;
- 3] keep-Right symbol signs and object markers were removed from all three splitter islands at intersections of Park Jacaranda. (Cul-De-Sac & Park Sorrento)
- 4] Keep-Right symbol signs and object markers were removed from two splitter islands at Park Olivo and Park Adelfa Intersections.
- 5] Reflectors were used to replace Keep-Right symbol signs and object markers to improve nighttime recognition of the new roadway features;

Resident Mitigation - Signage and Striping



- 6] Road Narrow sign was removed from the tapering landscaped parkway between Park Adelfa and Park Ora.
- 7] The large One-Way directional signs at the three traffic circles were replaced with smaller traffic circle symbol directional signs.
- 8] A 25mph Speed Limit sign was removed from the street light pole at Park Adelfa
- 9] The advanced warning sign identifying traffic circle and Cul-De-Sac street names were removed

Resident Mitigation - Signage and Striping



Signs at splitter island removed





Removal of yellow striping at cul-de-sac





Before

After

Size of the sign was reduced per citizens request





Resident Mitigation - Signage and Striping



City Council February 12, 2014

Meeting Date

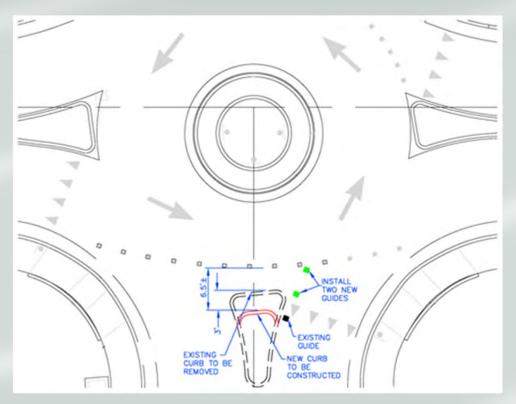
Splitter Islands trimmed for added pedestrian walkway

 Additional striping to separate the travel lane from the pedestrian crossing

Resident Mitigation – Pedestrian Safety Modifications



Splitter Islands trimmed for added pedestrian walkway



Resident Mitigation - Pedestrian Safety Modifications



Before



After



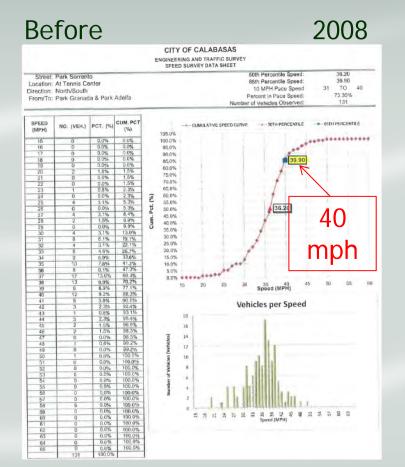
Resident Mitigation - Pedestrian Safety Modifications

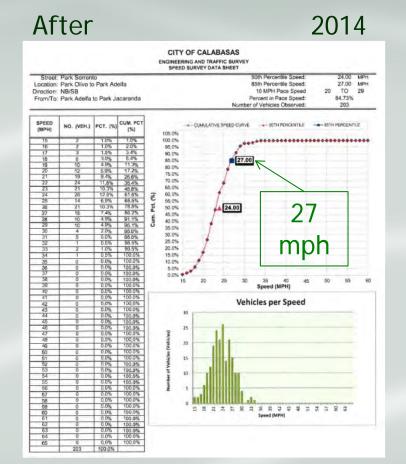


- The 2008 Speed Study 85th percentile speed was 40mph
- The 85th percentile speed for 2014 was determined to be 27 mph
- The newly installed traffic calming devices are effective since there is a <u>13 mph</u> reduction_for the 85th percentile speed

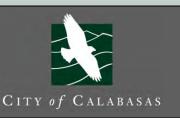
Before and After Speed Studies







Before and After Speed Studies











Various Large Vehicles Maneuvering throughout the Project area



 Bioswales built in landscaped areas are designed to remove silt and pollution from surface runoff water and provide natural storm water treatment.





Environmental Improvement







Before and After (Park Olivo)







Before and After (Park Jacaranda)







Before and After (Park Adelfa)





Parking Inventory (On Street)



City Council February 12, 2014



Parking Inventory (Driveway)



- Engineering colleagues that viewed the project believe that this is a very effective speed zone control and recommended the City apply for APWA and League of California Cities project awards
- The City has submitted the project for the following two awards:
 - APWA, Ventura Chapter, Project of the Year
 - League of California Cities: Outstanding Local Streets and Roads Project Award
- Questions







CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 3, 2014

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, PLANNER Murr Tax

SUBJECT: MOTION TO WAIVE FURTHER READING AND INTRODUCTION OF

ORDINANCE NO. 2014-311, AMENDING TITLE 17 OF THE CALABASAS MUNICIPAL CODE TO PERMIT FORTUNETELLING AS A COMMERCIAL USE IN THE COMMERCIAL RETAIL (CR) ZONING

DISTRICT, AS NECESSARY TO COMPLY WITH FEDERAL LAW.

MEETING

FEBRUARY 12, 2014

DATE:

SUMMARY RECOMMENDATION:

That the City Council waive further reading and introduce Ordinance No. 2014-311, amending title 17 of the Calabasas Municipal Code to permit fortunetelling as a commercial use within the Commercial Retail (CR) zoning district.

BACKGROUND:

Fortunetelling was an allowable land use in the previous Development Code, but the use was inadvertently removed from the permitted use table during the adoption of the 2010 Development Code. The City Attorney has advised staff that the City is prohibited by law from banning fortunetelling and should update the Development Code as soon as practically possible to permit the use.

From 1998 to 2010 "personal service uses" (which included fortunetelling) was an allowed use in the City's commercial zones, including Commercial Retail (CR). With the adoption of the 2010 Development Code, the single classification of "personal service uses" was replaced with the following specific uses; nail salon,

day spa, massage therapy, barber shop, cemeteries, dry cleaner, commercial laundry, pet grooming, public self-storage, tailor and travel agency. Identifying each personal service as a separate use allows for the Development Code to have specific standards for each use. Unfortunately, this change resulted in the inadvertent omission of fortunetelling from the Development Code.

On December 19, 2013, staff initiated a development code amendment to permit fortunetelling within the Commercial Retail (CR) zoning district. The Planning Commission reviewed the draft ordinance at a public hearing on January 16, 2014, and adopted PC Resolution No. 2014-561 (attachment B), recommending adoption of the ordinance by the City Council.

DISCUSSION/ANALYSIS:

Fortunetelling constitutes protected speech under both the United States Constitution and the California Constitution (*Spiritual Psychic Science Church v. City of Azusa (1985) 39 Cal. 3d. 50; 703 P2d.1119*). As a result, the City's Development Code may not legally prohibit or have the effect of prohibiting fortunetelling. Additionally, the City Attorney has stated that as a constitutionally protected activity, fortunetelling must be a permitted use and not subject to a conditional use permit. Finally, specific standards associated with fortunetelling should be limited to protecting public health and safety.

In order to comply with First Amendment rights, and correct the inadvertent omission of fortunetelling from the City's Development Code, staff recommends that fortunetelling be permitted in the Commercial Retail (CR) zoning district subject to specific standards included within the proposed ordinance. Permitting fortunetelling in the Commercial Retail zone allows ample opportunity for this use to be established in multiple shopping/retail areas throughout the City, and therefore, will not have the effect of prohibiting the use. The proposed ordinance includes specific standards intended to safeguard the public abusive fortunetelling practices, such as requiring a background investigation and posting of fees.

REQUIRED FINDINGS:

The findings required in Section 17.76.030 of the Calabasas Municipal Code for development code amendments are contained in Planning Commission Resolution No. 2014-561 and City Council Ordinance No. 2014-311.

ENVIRONMENTAL REVIEW:

This project is Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the California CEQA Guidelines, General Rule stating that CEQA applies only to projects which have a potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. A Notice of Exemption has been prepared and is attached as Attachment C.

FISCAL IMPACT/SOURCE OF FUNDING:

There are no fiscal or budgetary impacts associated with this action.

REQUESTED ACTION:

That the City Council waive further reading and introduce Ordinance No. 2014-311, amending titles 17 of the Calabasas Municipal Code to permit fortunetelling as a commercial use within the Commercial Retail (CR) zoning district.

ATTACHMENTS:

A: Ordinance No. 2014-311B: PC Resolution No. 2014-561C: Notice of Exemption, CEQA

DRAFT ORDINANCE NO. 2014-311

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA TO AMEND THE CITY OF CALABASAS LAND USE AND DEVELOPMENT CODE **PURSUANT** TO **CALABASAS** MUNICIPAL CODE SECTION 17.76.010 IN ORDER TO PERMIT FORTUNETELLING AS A COMMERCIAL USE IN THE COMMERCIAL RETAIL (CR) ZONING DISTRICT.

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony before making a final decision on February 12, 2014;

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

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

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) of the CEQA Guidelines.

WHEREAS, the Land Use and Development Code Amendment reflects the input of residents, stakeholders, and public officials; and implements the policies of the 2030 General Plan, is adopted in the public's interest, and is otherwise consistent with federal and state law; and

WHEREAS, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas 2030 General Plan; all reports, testimony, and transcripts from Planning Commission's January 16, 2014 meeting; and reports, and testimony at the City Council's February 12, 2014 meeting.

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

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

- 1. Notice of the February 12, 2014 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.
- 2. Notice of the February 12, 2014 City Council public hearings were posted in the *Acorn* ten (10) days prior to the hearings.
- 3. Notice of the February 12, 2014 City Council public hearings included the information set forth in Government Code Section 65009 (b)(2).
- 4. Following a public hearing held on January 16, 2014, the Planning Commission adopted Resolution No. 2014-561 recommending to the City Council approval of File No. 130001639.

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

Section 17.76.050(B) Calabasas Municipal Code allows the Planning Commission to recommend and the City Council to approve a Development Code change provided that the following findings are made:

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

The proposed amendment meets this finding because it maintains and strengthens the policies of the General Plan that are intended to preserve a high quality of life. Specifically, one of the goals of the Land Use section of the General Plan is to "provide a distribution of land uses that maintains, yet also enhances the environmental, social, physical and economic well-being of Calabasas" (p. II-1 of the 2030 General Plan). The purpose of this amendment is to ensure that First Amendment rights are protected by providing a reasonable accommodation for fortunetelling uses within Furthermore, the proposed amendment provides safeguards, such as background investigations of all persons engaging in fortunetelling services, and posting of fees for services, to ensure the preservation of public health and safety.

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

The proposed ordinance does not contain substantive policy changes that will create a safety hazard or any condition that would negatively impact the

2 02014-311

public interest, health or welfare. In contrast, the proposed amendment strengthens the City's ability to preserve a high quality of life for its citizens by focusing such use to the Commercial Retail zone and providing specific standards for fortunetelling use, including the requirement for a background investigation. Therefore, the proposed amendment meets this finding.

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

The proposed amendment is categorically exempt from environmental review in accordance with section 15061(b)(3) of the CEQA Guidelines, General Rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. A Notice of Exemption has been prepared.

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

The proposed amendment identifies fortunetelling as a permitted use in the Commercial Retail zoning district, adds a new section for standards for specific land uses, updates the required parking table and adds a definition for fortunetelling. The proposed amendment does not conflict with any other provision of the Development Code, therefore, this project meets this finding.

SECTION 3. Code Amendment. Section 17.11.010 of the Calabasas Municipal Code is hereby amended as follows (pg. 1 on Exhibit A):

In the section labeled "Personal Services" of the table entitled "Table 2-2 Land Use Table", add a new row entitled "Fortunetelling" which shall include a "P" under the column heading "CR" and "17.12.095" under the column heading "See standards in section".

SECTION 4. Code Amendment. Section 17.12.095 is hereby added to Title 17 of the Calabasas Municipal Code (pg. 2-3 on Exhibit A):

"17.12.095 Fortunetelling

When permitted in the zoning district applicable to a site, pursuant to Section 17.11.010 of this Development Code, and consistent with the definition of fortunetelling in this Development Code, all fortunetelling uses are subject to the following provisions.

3 02014-311

- A. General Requirements. The following shall apply to all new fortunetelling uses.
 - 1. All persons, whether as agents, assistants, employees or independent contractors, who provide fortunetelling services to another person in a facility or establishment shall, at all times, maintain on the premises all applicable county and state licenses, certificates and permits.
 - 2. Any establishment that provides fortunetelling services shall notify the city in writing at least fifteen (15) days in advance of the effective date of a plan to rename, change management, or convey the business to another person.
- B. Background Investigation. Prior to the filing of a zoning clearance application for any new establishment that provides fortunetelling services, the applicant shall furnish the city with a copy of a California and Federal criminal records background investigation report of the permittee and any person with financial interest in the business; and, consistent with subparagraph A.2, above, a copy of such background check documentation shall also be submitted for any new owner/operator coincidental with the submittal of the required business transfer notification paperwork.
- C. Posting of Fees. The following posting requirements shall apply to all new fortunetelling uses.
 - 1. Each person required to obtain a permit pursuant to this chapter shall post on his or her business premises a sign containing the following information:
 - a. The true name of the fortunetelling practitioner;
 - b. Each service provided by the fortunetelling practitioner;
 - c. The fees charged for each service provided by the fortunetelling practitioner; and
 - d. The statement, "by law, this business is prohibited from charging or soliciting any fee, payment or remuneration beyond these established rates".
 - 2. The sign required by this section shall be prominently posted in the interior of the business premises at a point near the entry and shall be conspicuously visible to every person seeking the services of the fortuneteller. The sign lettering shall be of uniform size with each letter at least one-half inch (1/2") in height.
 - 3. Fortunetelling service may be provided on a temporary basis, at a location other than the fortuneteller's place of business within the Commercial Retail zoning district, if the fortuneteller provides the information required by this section on eight and one-half inch by eleven inch (8 ½" by 11") paper, in legible print or type. The paper shall also include the name and permanent address of the person(s) providing fortunetelling services. No

4

02014-311

- other information or printed matter shall appear on the paper. A true, correct and complete copy of such paper shall be given to each client prior to providing any fortunetelling services.
- 4. No person shall charge or collect any fee, payment, remuneration, or item of value for fortunetelling services in excess of the fees set forth on a sign or paper required by this section.
- D. Permit Denial or Revocation. The Community Development Director or his or her designee, shall at all times have the power to deny or revoke a permit granted hereunder should the Community Development Director or his or her designee determine:
 - 1. That the permittee has violated any provision of this chapter; or
 - 2. That any information contained in the permit application is false; or
 - 3. That the issuance of the permit was based on fraud, mistake, or any misleading or untrue statements; or
 - 4. That the applicant, permittee, or anyone employed by the permittee has, within seven years preceding an application, been convicted of a violation of Penal Code section 332 or any law involving theft or attempted theft by means of fraud, deceit, use of force, or threats.

SECTION 5. Code Amendment. Section 17.28.040 of the Calabasas Municipal Code is hereby amended as follows (pg. 4 on Exhibit A):

In the section labeled "Personal Services" of the table entitled "Table 3-11 Parking Requirements by Land Use", add a new row entitled "Fortunetelling" which shall include "1 space for every 250 sq. ft. of gross floor area" under the column heading "Vehicle Spaces Required" and "5% of vehicle spaces" under the column heading "Bicycle Spaces Required".

SECTION 6. Code Amendment. Section 17.90.020.F of the Calabasas Municipal Code is hereby amended as follow (pg. 5 on Exhibit A):

Add the following new definition:

"Fortunetelling" means and includes the telling of fortunes, forecasting of fortunes or futures, or furnishing of any information not otherwise ordainable by ordinary process of knowledge, by means of occult, psychic power, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves, or other such reading, telepathy, or other craft, art, science, cards, talisman, charm, potion, magnetism, magnetized ordinance or substance, gypsy cunning or foresight, crystal gazing, oriental mysteries or magic, or other similar means, of any kind or nature for any form of consideration.

5

02014-311

SECTION 7. Severability Clause:

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

SECTION 8. Effective Date:

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

SECTION 9. Certification:

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

PASSED, APPROVED AND ADOPTED this 12th day of February, 2014.

	Fred Gaines, Mayor
ATTEST:	
Maricela Hernandez, MMC City Clerk	
	APPROVED AS TO FORM:
	Scott H. Howard
	City Attorney

Exhibit A: Land Use and Development Code (changes only)

6 02014-311

ITEM 8 EXHIBIT A

Calabasas Land Use and Development Code January 2010

Land Use Requirements

Chapter 17.11

Land Use Requirements

Chapter 17.11

TABLE 2-2 - LAND USE TABLE KEY: P=Permitted Use (See Chapter 17.62 for required permit), C=Conditionally Permitted (CUP required), A=Allowed as an Accessory Use, TUP=Temporary Use (TUP required) **ZONE** See standards os-СТ RS RM RMH RR RC PD НМ os PF REC CR CO CMU СВ CL **LAND USE** DR in section Equipment Sales and rental Ρ Ρ Ρ Ρ Ρ C(1) Photocopying & Duplicating Services Ρ Ρ Ρ Ρ Ρ Ρ C(1) Photography Studio Р Р Р Р Р C(1) **Financial Services** Automated Teller Machine (ATM) A/P A/P A/P A/P A/P A/P C(1) Banks, Credit Unions and other Р Р Р Ρ Р **Depository Institutions** Check Cashing and Loan Services Ρ Р Ρ Ρ Ρ Other Financial Services Ρ Ρ Ρ Ρ C(1) **Personal Services** Barber Shop & Beauty / Nail Salon Ρ Ρ Ρ Р Ρ Beauty /Nail Salon with massage therapy A/C 17.12.155 Cemeteries and Mausoleums С С 17.12.060 Day Spa P/C P/C P/C P/C 17.12.155 Dry Cleaner Ρ Ρ Ρ C(1) Fortunetelling Р 17.12.095 Laundry - Commercial Ρ Р Ρ Ρ C(1) Massage Therapy Р Ρ Ρ Ρ Ρ 17.12.155 Pet Grooming - Commercial Ρ Ρ Ρ Ρ Ρ C(1) Public Self Storage С

- A. Clients shall only be on-site and admitted to the facility between five p.m. and eight a.m.
- B. An interior waiting and intake area shall be provided which contains a minimum of two hundred square feet. No exterior waiting area shall be allowed either onsite or off-site.
- C. Security personnel shall be provided during the hours the emergency shelter is in operation.
- D. Exterior lighting shall be provided for the entire outdoor area of the site consistent with the provisions of Chapter 17.27.

17.12.095 Fortunetelling

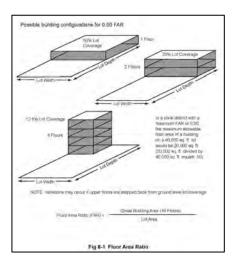
When permitted in the zoning district applicable to a site, pursuant to Section 17.11.010 of this Development Code, and consistent with the definition of fortunetelling in this Development Code, all fortunetelling uses are subject to the following provisions.

- A. General Requirements. The following shall apply to all new fortunetelling uses.
 - 1. All persons, whether as agents, assistants, employees or independent contractors, who provide fortunetelling services to another person in a facility or establishment shall, at all times, maintain on the premises all applicable county and state licenses, certificates and permits.
 - 2. Any establishment that provides fortunetelling services shall notify the city in writing at least fifteen (15) days in advance of the effective date of a plan to rename, change management, or convey the business to another person.
 - B. Background Investigation. Prior to the filing of a zoning clearance application for any new establishment that provides fortunetelling services, the applicant shall furnish the city with a copy of a California and Federal criminal records background investigation report of the permittee and any person with financial interest in the business; and, consistent with subparagraph A.2, above, a copy of such background check documentation shall also be submitted for any new owner/operator coincidental with the submittal of the required business transfer notification paperwork.
- C. Posting of Fees. The following posting requirements shall apply to all new fortunetelling uses.

- 1. Each person required to obtain a permit pursuant to this chapter shall post on his or her business premises a sign containing the following information:
 - a. The true name of the fortunetelling practitioner;
 - b. Each service provided by the fortunetelling practitioner;
 - c. The fees charged for each service provided by the fortunetelling practitioner; and
 - d. The statement, "by law, this business is prohibited from charging or soliciting any fee, payment or remuneration beyond these established rates".
- 2. The sign required by this section shall be prominently posted in the interior of the business premises at a point near the entry and shall be conspicuously visible to every person seeking the services of the fortuneteller. The sign lettering shall be of uniform size with each letter at least one-half inch (1/2") in height.
- 3. Fortunetelling service may be provided on a temporary basis, at a location other than the fortuneteller's place of business within the Commercial Retail zoning district, if the fortuneteller provides the information required by this section on eight and one-half inch by eleven inch (8 ½" by 11") paper, in legible print or type. The paper shall also include the name and permanent address of the person(s) providing fortunetelling services. No other information or printed matter shall appear on the paper. A true, correct and complete copy of such paper shall be given to each client prior to providing any fortunetelling services.
- 4. No person shall charge or collect any fee, payment, remuneration, or item of value for fortunetelling services in excess of the fees set forth on a sign or paper required by this section.
- D. Permit Denial or Revocation. The Community Development Director or his or her designee, shall at all times have the power to deny or revoke a permit granted hereunder should the Community Development Director or his or her designee determine:
 - 1. That the permittee has violated any provision of this chapter; or
 - 2. That any information contained in the permit application is false; or
 - 3. That the issuance of the permit was based on fraud, mistake, or any misleading or untrue statements; or
 - 4. That the applicant, permittee, or anyone employed by the permittee has, within seven years preceding an application, been convicted of a violation of Penal Code section 332 or any law involving theft or attempted theft by means of fraud, deceit, use of force, or threats.

		Bicycle Spaces
Land Use	Vehicle Spaces Required	Required
Warehouse Retail Stores	1 space for each 200 sq. ft. of gross floor area.	
Shopping centers	1 space for each 250 sq. ft. of gross floor area. Where restaurants exceed ten (10) percent of the total gross floor area, that portion in excess of ten percent of the gross floor area shall be calculated at one parking space per one hundred square feet or as determined by a parking study.	5% of vehicle spaces.
Studios for dance, art, music, photography, etc.	1 space for each 2 students	1 space for every 4 students.
Business Services (Advertising agency, data processing services, photocopying, photography studio, and other similar uses.)	1 space for each 250 sq. ft. of gross floor area.	5% of vehicle spaces.
Financial Services		
Banks and financial services	1 space for each 250 sq. ft. of gross floor area, plus 2 spaces per ATM.	5% of vehicle spaces.
Personal Services		
Barber Shop & Beauty /Nail Salon	2.5 spaces for each service chair.	5% of vehicle spaces.
Beauty/Nail salons with massage therapy	2.5 spaces for each service chair and 1 space for each 250 sq. ft. of gross floor area devoted to massage therapy.	5% of vehicle spaces.
Cemeteries and Mausoleums	Parking study is required to determine the parking demand generated by the use.	
Day Spa	1 space for each 250 sq. ft. of gross floor area	5% of vehicle spaces.
Laundry – Commercial	1 space for every 3 washing machines.	5% of vehicle spaces.
<u>Fortunetelling</u>	1 space for every 250 sq. ft. of gross floor area	5% of vehicle spaces.
Public self storage	1 space for each 5,000 sq. ft. of gross floor area plus 2 spaces for any resident manager.	None
Repair services	1 space per 400 sq. ft. of gross floor area	
Land Use Type Industrial		
Light industrial, machinery manufacturing and manufacturing uses.	1 space for each 500 sq. ft. of gross floor area plus 1 space for each vehicle operated in connection with each on-site use.	5% of vehicle spaces.

"Floor area ratio (FAR)" is the ratio of floor area to total lot area. FAR restrictions are used to limit the maximum floor area allowed on a site (including all structures on the site). The maximum floor area of all structures (measured from exterior wall to exterior wall) permitted on a site (including residential carports) shall be determined by multiplying the Floor Area Ratio (FAR) by the total net area of the site (FAR x Net Site Area = Maximum Allowable Floor Area). FAR for non-residential projects shall apply to the gross area of all functional and habitable floors of all structures and shall not apply to supporting parking facilities (open parking lots or structures) which provide required off-street parking in accordance with Section 17.28. Carports and private garages shall be included as part of the FAR for projects located in the Old Topanga and Calabasas Highlands Overlay zones.



"Footcandle" means, for the purposes of Chapter 17.27, a unit of measure for illuminance on a surface that is everywhere one foot, from a uniform point of light of one candle and equal to one lumen per square foot.

"Fortunetelling" means and includes the telling of fortunes, forecasting of fortunes or futures, or furnishing of any information not otherwise ordainable by ordinary process of knowledge, by means of occult, psychic power, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves, or other such reading, telepathy, or other craft, art, science, cards, talisman, charm, potion, magnetism, magnetized ordinance or substance, gypsy cunning or foresight, crystal gazing, oriental mysteries or magic, or other similar means, of any kind or nature for any form of consideration.

P.C. RESOLUTION NO. 2014-561

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS TO RECOMMEND TO THE CITY COUNCIL TO AMEND THE CITY OF CALABASAS LAND USE AND DEVELOPMENT CODE PURSUANT TO CALABASAS MUNICIPAL CODE SECTION 17.76.010 IN ORDER TO PERMIT FORTUNETELLING AS A COMMERCIAL USE IN THE COMMERCIAL RETAIL (CR) 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, including the draft of ordinance No. 2014-311.
- 2. Staff presentation at the public hearing held on January 16, 2014, 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 request.
- 5. Testimony and/or comments from interested parties or organizations 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.

<u>Section 2</u>. Based on the foregoing evidence, the Planning Commission finds that:

- 1. The Planning Department initiated the proposed amendment to the Development Code in December 2013.
- 2. Notice of the January 16, 2014, Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.

- 3. Notice of the Planning Commission public hearing was published in <u>The Acorn</u> newspaper.
- 4. Notice of Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
- 5. Section 1 of the Draft Ordinance No. 2014-311, entitled findings, are accurate.

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

FINDINGS

Section 17.76.050(B) Calabasas Municipal Code allows the Planning Commission to recommend and the City Council to approve a Development Code change provided that the following findings are made:

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

The proposed amendment meets this finding because it maintains and strengthens the policies of the General Plan that are intended to preserve a high quality of life. Specifically, one of the goals of the Land Use section of the General Plan is to "provide a distribution of land uses that maintains, yet also enhances the environmental, social, physical and economic well-being of Calabasas". The purpose of this amendment is to ensure that First Amendment rights are protected by providing a reasonable accommodation for fortunetelling uses within the City. Furthermore, the proposed amendment provides safeguards, such as background investigations of all persons engaging in fortunetelling services, and posting of fees for services, to ensure the preservation of public health and safety.

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

Prior to 2010, the City Development Code permitted fortunetelling uses in the Commercial Retail, Commercial Office, Commercial Business Park, and Commercial Mixed Use zoning district, and conditionally permitted fortunetelling in the Commercial Old Town zoning district. The proposed ordinance does not contain substantive policy changes that will create a safety hazard or any condition that would negatively impact the public interest, health or welfare. In contrast, the proposed amendment strengthens the City's ability to preserve a high quality of life for its citizens by focusing such use to the Commercial Retail zone and providing specific standards for

fortunetelling use, including the requirement for a background investigation. Therefore, the proposed amendment meets this finding.

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

The proposed amendment is categorically exempt from environmental review in accordance with section 15061(b)(3) of the CEQA Guidelines, General Rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. A Notice of Exemption has been prepared.

4. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The proposed amendment identifies fortunetelling as a permitted use in the Commercial Retail zoning district, adds a new section for standards for specific land uses, updates the required parking table and adds a definition for fortunetelling. The proposed amendment does not conflict with any other provision of the Development Code, therefore, this project meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby adopts Planning Commission Resolution No. 2014-561, recommending City Council approval of Ordinance No. 2014-311, to amend the City of Calabasas Land Use and Development Code pursuant to Calabasas Municipal Code Section 17.76.010 in order to permit fortune telling in the Commercial Retail (CR) zoning district.

<u>Section 5.</u> All documents described in Section 1 of PC Resolution No. 2014-561 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2014-561 PASSED, APPROVED AND ADOPTED this 16th day of January 16, 2014.

Rick Shumacher, Chairperson MMMA

Maureen Tamuri

Community Development Director

APPROVED AS TO FORM:

Assistant City Attorney

Planning Commission Resolution No. 2014-561, was adopted by the Planning Commission at a regular meeting held January 16, 2014, and that it was adopted by the following vote:

AYES: Chair Shumacher, Commissioners Sikand, Mueller, Lia, Weintraub

NOES: None

ABSENT:

None

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."

ITEM 8 ATTACHMENT C



Community Development Department Planning Division 100 Civic Center Way Calabasa, CA 91302

T: 818.224.1600

www.cityofcalabasas.com

Notice of Exemption

То:	County Clerk, County of Los 12400 East Imperial Highway Norwalk, CA 90650					
SUBJECT:	FILING OF NOTICE OF EX RESOURCES CODE	EMPTION II	EMPTION IN COMPLIANCE WITH SECTION 15062 OF THE PUBLIC			
Project Title	e/File No.:	1000016	39			
Project Loca	ation:	Citywide	Citywide, in the City of Calabasas, County of Los Angeles.			
Project Desc	cription:	pursuant fortunet	mendment of the City of Calabasas Land Use and Development Code ursuant to Calabasas Municipal Code Section 17.76.010 to permit ortunetelling as a commercial use in the Commercial Retail (CR) zoning istrict, as necessary to comply with federal law.			
Name of app	proving public agency:	City of C	Calabasas City Council			
Project Spor	nsor:		City of Calabasas Community Development Department, 100 Civic Center Way, Calabasas, CA 91302			
Exempt Stat	us: Ministerial (Sec.	. 21080(b)(1	1); 15268)			
	Declared Emerg	ency (Sec.	21080(b)(3); 15269(a))			
	Emergency Proj	ect (Sec. 2	1080(b)(4); 15269(b)(c))			
Categorical Exem		mption—Se	ction (Insert Section #), (Class (Insert Class #), (Insert Type))			
	x Other. Section	15061(b)(3)				
the env			ject will not have the potential for causing a significant effect on ronment because it will merely permit a use that was previously ed.			
Lead Agency	//Contact Person:		Klein, Associate Planner, City of Calabasas Planning Division, 100 nter Way, Calabasas, CA 91302.			
Date:	January 16, 2014	Signature:				
			Michael Klein			
		Title:	Planner			
		Phone:	818-224-1710			
Date receive	d for filing and posting:					



Date: 2/4/2014 Time: 10:29:06AM Page 1 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department		
Administrat	Administrative Services						
86542	1/15/2014	STELLER/DEBORAH//	REIMBURSE EDUC EXPS- FALL 2013	617.99	Administrative Services		
86560	1/21/2014	US BANK	VISA- HYATT REGENCY	455.43	Administrative Services		
86565	1/22/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Administrative Services		
86476	1/15/2014	CYBERCOPY	COPY/PRINTING SERVICE	50.85	Administrative Services		
		Total Amount for 4 Line Item(s) from Administr	ative Services	\$1,298.27			
Boards and	<u>Commissions</u>						
86560	1/21/2014	US BANK	VISA- RALPHS	16.57	Boards and Commissions		
		Total Amount for 1 Line Item(s) from Boards an	d Commissions	\$16.57			
City Attorne	<u>ey</u>						
86471	1/15/2014	COLANTUONO, LEVIN PC	GENERAL SERVICES	11,995.25	City Attorney		
86471	1/15/2014	COLANTUONO, LEVIN PC	CROWN CASTLE INC	2,555.50	City Attorney		
86497	1/15/2014	HOPKINS & CARLEY	LEGAL SERVICES	1,164.20	City Attorney		
86655	1/29/2014	HOPKINS & CARLEY	LEGAL SERVICES	1,087.18	City Attorney		
86471	1/15/2014	COLANTUONO, LEVIN PC	2008 NOV RE COLIFORM	75.00	City Attorney		
		Total Amount for 5 Line Item(s) from City Attorney		\$16,877.13			
City Counci	<u>l</u>						
86461	1/15/2014	BOZAJIAN/JAMES R.//	REIMB TRAVEL-CCCA MTG	505.11	City Council		
86573	1/22/2014	CALABASAS HIGH SCHOOL	CULINARY ARTS PROGRAM DONATION	500.00	City Council		
86574	1/22/2014	CALABASAS HIGH SCHOOL	MUSIC BOOSTER DONATION	500.00	City Council		
86462	1/15/2014	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/25/14	200.00	City Council		
86560	1/21/2014	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council		
86560	1/21/2014	US BANK	VISA- SOUTHWEST AIRLINES	183.80	City Council		
86560	1/21/2014	US BANK	VISA- JERSEY MIKES	165.19	City Council		
86462	1/15/2014	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/25/14	100.00	City Council		
86578	1/22/2014	CONEJO AWARDS	CITIZEN OF THE YEAR PLAQUE	93.53	City Council		
86473	1/15/2014	CONEJO AWARDS	CITIZEN OF THE YEAR PLAQUE	66.65	City Council		
86554	1/15/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council		
86560	1/21/2014	US BANK	VISA- STAPLES DIRECT	32.80	City Council		
86462	1/15/2014	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council		
86578	1/22/2014	CONEJO AWARDS	BRASS PLATE	16.13	City Council		



Date: 2/4/2014 Time: 10:29:35AM Page 2 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86560	1/21/2014	US BANK	VISA- CELEBRATIONS	10.00	City Council
		Total Amount for 15 Line Item(s) from City Counc	il	\$2,615.22	
		(,)		. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
City Management					
86560	1/21/2014	US BANK	VISA- GELSONS MARKET	512.74	City Management
86560	1/21/2014	US BANK	VISA- SUSHI NISHI	75.22	City Management
		Total Amount for 2 Line Item(s) from City Manage	amont	\$587.96	
		Total Amount for 2 Line Item(s) from City Manage	ment	\$307.90	
Civic Center	O&M				
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,381.59	Civic Center O&M
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,044.55	Civic Center O&M
86530	1/15/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
86530	1/15/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
86613	1/22/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	907.97	Civic Center O&M
86664	1/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	867.90	Civic Center O&M
86613	1/22/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	838.11	Civic Center O&M
86664	1/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	801.14	Civic Center O&M
86576	1/22/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
86576	1/22/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	411.46	Civic Center O&M
86560	1/21/2014	US BANK	VISA- HOME DEPOT	380.97	Civic Center O&M
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	379.81	Civic Center O&M
86492	1/15/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	298.39	Civic Center O&M
86492	1/15/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	298.39	Civic Center O&M
86609	1/22/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
86609	1/22/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
86492	1/15/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	198.93	Civic Center O&M
86492	1/15/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	198.92	Civic Center O&M
86606	1/22/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	169.37	Civic Center O&M
86606	1/22/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	169.37	Civic Center O&M
86482	1/15/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	48.75	Civic Center O&M
86482	1/15/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	48.75	Civic Center O&M
86560	1/21/2014	US BANK	VISA- HOME DEPOT	35.15	Civic Center O&M
86560	1/21/2014	US BANK	VISA- RITE AID	8.71	Civic Center O&M
86664	1/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Civic Center O&M



Date: 2/4/2014 Time: 10:29:35AM Page 3 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86664	1/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Civic Center O&M
86560	1/21/2014	US BANK	VISA- RALPHS	2.17	Civic Center O&M
		Total Amount for 28 Line Item(s) from Civic Co	enter O&M	\$19,967.56	
Community	Development				
86572	1/22/2014	CALABASAS CREST LTD	R.A.P FEB 2014	5,586.00	Community Development
86581	1/22/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,882.58	Community Development
86645	1/29/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SERVICES	718.00	Community Development
86698	1/29/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	636.96	Community Development
86485	1/15/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SERVICES	390.00	Community Development
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	227.23	Community Development
86565	1/22/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	198.00	Community Development
86580	1/22/2014	CROSBY/ GEORGE//	R.A.P FEB 2014	190.00	Community Development
86587	1/22/2014	FLEYSHMAN/ALBERT//	R.A.P FEB 2014	190.00	Community Development
86599	1/22/2014	MEDVETSKY/LINA//	R.A.P FEB 2014	190.00	Community Development
86588	1/22/2014	HENDERSON/LYN//	R.A.P FEB 2014	190.00	Community Development
86610	1/22/2014	SHAHIR/RAHIM//	R.A.P FEB 2014	190.00	Community Development
86624	1/22/2014	YAZDINIAN/SUSAN//	R.A.P FEB 2014	190.00	Community Development
86600	1/22/2014	MILES/AUDREY//	R.A.P FEB 2014	190.00	Community Development
86565	1/22/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
86639	1/29/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	180.00	Community Development
86565	1/22/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	156.00	Community Development
86459	1/15/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	112.00	Community Development
86452	1/15/2014	ASSOCIATION OF ENVIRONMENTAL	2014 CEQA STATUTE & GUIDELINES	35.00	Community Development
86560	1/21/2014	US BANK	VISA- HOME DEPOT	30.00	Community Development
		Total Amount for 20 Line Item(s) from Commu	nity Development	\$11,661.77	
Community	Services				
86673	1/29/2014	MONAHAN/ANN//	RECREATION INSTRUCTOR	5,303.20	Community Services
86448	1/15/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	4,573.96	Community Services
86689	1/29/2014	SPORTS N MORE	RECREATION INSTRUCTOR	3,893.40	Community Services
86560	1/21/2014	US BANK	VISA- SAGEBRUSH CANTINA	3,234.82	Community Services
86483	1/15/2014	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,965.60	Community Services
86668	1/29/2014	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	1,495.20	Community Services
86540	1/15/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,341.74	Community Services
00540	1/13/2014	500 HERN CALII ORNIA EDISON	ELLCTRIC DERVICE	1,341./4	Community Services



Date: 2/4/2014 Time: 10:29:35AM Page 4 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86689	1/29/2014	SPORTS N MORE	RECREATION INSTRUCTOR	1,296.40	Community Services
86477	1/15/2014	DEAN STEWART CONSTRUCTION	HOCKEY RINK REPAIR	1,250.00	Community Services
86653	1/29/2014	HALO PERFORMING ARTS ACADEMY	RECREATION INSTRUCTOR	1,176.00	Community Services
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,165.74	Community Services
86560	1/21/2014	US BANK	VISA- AMC PROMENADE	936.00	Community Services
86560	1/21/2014	US BANK	VISA- MISSION INN	925.24	Community Services
86481	1/15/2014	DEPARTMENT OF SOCIAL SERVICES	ANNUAL LIC FEE-KLUBHOUSE	880.00	Community Services
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	825.15	Community Services
86560	1/21/2014	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	640.40	Community Services
86456	1/15/2014	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- DE ANZA PK	495.00	Community Services
86642	1/29/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	480.78	Community Services
86480	1/15/2014	DEPARTMENT OF JUSTICE	FINGERPRINT FEES	448.00	Community Services
86560	1/21/2014	US BANK	VISA- SCORE SPORTS	447.84	Community Services
86563	1/22/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	426.00	Community Services
86514	1/15/2014	LERMA/ANGEL//	RECREATION INSTRUCTOR	421.40	Community Services
86688	1/29/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
86678	1/29/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
86560	1/21/2014	US BANK	VISA- GIUSEPPES RESTAURANT	374.46	Community Services
86560	1/21/2014	US BANK	VISA- BARCO PRODUCTS	364.78	Community Services
86629	1/29/2014	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	360.00	Community Services
86537	1/15/2014	SESAC	MUSIC LICENSE FEE	343.00	Community Services
86511	1/15/2014	LAS VIRGENES UNIFIED SCHOOL	ENRICHMENT PROGRAM- WINTER 13	337.50	Community Services
86482	1/15/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	334.25	Community Services
86460	1/15/2014	BMI GENERAL LICENSING	MUSIC LICENSE FEE	330.00	Community Services
86592	1/22/2014	JOLIN/JEAN//	RECREATION INSTRUCTOR	326.20	Community Services
86686	1/29/2014	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	254.00	Community Services
86568	1/22/2014	AT&T	TELEPHONE SERVICE	243.64	Community Services
86482	1/15/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	227.50	Community Services
86613	1/22/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	210.51	Community Services
86560	1/21/2014	US BANK	VISA- 7 ELEVEN	210.26	Community Services
86559	1/15/2014	YEREVANIAN/ODILE//	RECREATION INSTRUCTOR	210.00	Community Services
86447	1/15/2014	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	200.00	Community Services
86560	1/21/2014	US BANK	VISA- FAR EAST WHOLESALE	198.38	Community Services
86665	1/29/2014	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
86666	1/29/2014	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
86475	1/15/2014	CUSTOM PRINTING, INC.	ENRICHMENT FLYER	181.14	Community Services



Date: 2/4/2014 Time: 10:29:35AM Page 5 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86661	1/29/2014	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
86627	1/29/2014	ALAN LEE/ SHAUN//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
86692	1/29/2014	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
86651	1/29/2014	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
86647	1/29/2014	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	171.00	Community Services
86449	1/15/2014	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	168.00	Community Services
86490	1/15/2014	FRIEDMAN/JUDY//	RECREATION INSTRUCTOR	165.60	Community Services
86560	1/21/2014	US BANK	VISA- ITALIA DELI	157.68	Community Services
86674	1/29/2014	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
86560	1/21/2014	US BANK	VISA- TRADER JOES	143.64	Community Services
86612	1/22/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	140.00	Community Services
86628	1/29/2014	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	140.00	Community Services
86691	1/29/2014	TAKSEN/HOWARD//	BASKETBALL/OFFICIAL/SCORER	131.00	Community Services
86585	1/22/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	130.00	Community Services
86560	1/21/2014	US BANK	VISA- BEVERAGES AND MORE	124.95	Community Services
86494	1/15/2014	GRAPHIC SALES WEST, INC.	POSTAGE- WINTER 2013	123.02	Community Services
86444	1/15/2014	ALAN LEE/ SHAUN//	BASKETBALL/OFFICIAL/SCORER	114.00	Community Services
86505	1/15/2014	KELLER/DAKOTA//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
86498	1/15/2014	HOWARD/CHELSEE//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
86659	1/29/2014	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
86680	1/29/2014	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
86560	1/21/2014	US BANK	VISA- DO IT CENTER	103.37	Community Services
86617	1/22/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
86685	1/29/2014	RIVKIN/MIKE//	BASKETBALL/OFFICIAL/SCORER	100.00	Community Services
86451	1/15/2014	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	99.19	Community Services
86535	1/15/2014	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	99.00	Community Services
86456	1/15/2014	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- DE ANZA PK	97.00	Community Services
86512	1/15/2014	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	96.00	Community Services
86508	1/15/2014	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86493	1/15/2014	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86544	1/15/2014	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86487	1/15/2014	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86545	1/15/2014	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86670	1/29/2014	MANDELL/MITCH//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86693	1/29/2014	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
86560	1/21/2014	US BANK	VISA- KELLY 36	85.82	Community Services
86529	1/15/2014	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services



Date: 2/4/2014 Time: 10:29:35AM Page 6 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86529	1/15/2014	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
86560	1/21/2014	US BANK	VISA- COST PLUS	81.19	Community Services
86652	1/29/2014	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	81.00	Community Services
86445	1/15/2014	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	79.00	Community Services
86533	1/15/2014	RIVKIN/MIKE//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
86522	1/15/2014	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
86562	1/22/2014	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	75.00	Community Services
86560	1/21/2014	US BANK	VISA- EAGLE AUTO & TIRE	74.04	Community Services
86560	1/21/2014	US BANK	VISA- GELSONS MARKET	73.67	Community Services
86513	1/15/2014	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	72.00	Community Services
86560	1/21/2014	US BANK	VISA- RABI INC	65.00	Community Services
86560	1/21/2014	US BANK	VISA- UPS STORE	63.40	Community Services
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	59.27	Community Services
86517	1/15/2014	MANDELL/MITCH//	BASKETBALL/OFFICIAL/SCORER	57.00	Community Services
86502	1/15/2014	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
86495	1/15/2014	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
86560	1/21/2014	US BANK	VISA- MICHAELS	53.64	Community Services
86560	1/21/2014	US BANK	VISA- ORCHARD SUPPLY	52.64	Community Services
86489	1/15/2014	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	50.00	Community Services
86560	1/21/2014	US BANK	VISA- SAGEBRUSH CANTINA	50.00	Community Services
86560	1/21/2014	US BANK	VISA- ROSTI TUSCAN KITCHEN	50.00	Community Services
86560	1/21/2014	US BANK	VISA- KINGS FISH HOUSE	50.00	Community Services
86560	1/21/2014	US BANK	VISA- WOLF CREEK RESTAURANT	50.00	Community Services
86560	1/21/2014	US BANK	VISA- RIVIERA RESTAURANT	50.00	Community Services
86560	1/21/2014	US BANK	VISA- MARMALADE CAFE	50.00	Community Services
86650	1/29/2014	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	50.00	Community Services
86568	1/22/2014	AT&T	TELEPHONE SERVICE	38.95	Community Services
86560	1/21/2014	US BANK	VISA- MALIBU LAUNDRY	35.00	Community Services
86560	1/21/2014	US BANK	VISA- CANOGA ELECTRIC SUPPLY	30.52	Community Services
86560	1/21/2014	US BANK	VISA- DELUXE ITEM	27.99	Community Services
86560	1/21/2014	US BANK	VISA- AGOURAS FAMOUS DELI	26.90	Community Services
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	25.77	Community Services
86617	1/22/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
86560	1/21/2014	US BANK	VISA- HOME DEPOT	22.08	Community Services
86560	1/21/2014	US BANK	VISA- STAPLES	19.60	Community Services
86564	1/22/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	19.13	Community Services
86560	1/21/2014	US BANK	VISA- TRADER JOES	17.76	Community Services



Date: 2/4/2014 Time: 10:29:35AM Page 7 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86560	1/21/2014	US BANK	VISA- WESTERN BAGEL	15.70	Community Services
86560	1/21/2014	US BANK	VISA- CVS PHARMACY	8.06	Community Services
86560	1/21/2014	US BANK	VISA- RALPHS	8.00	Community Services
86560	1/21/2014	US BANK	VISA- GELSONS MARKET	7.92	Community Services
86560	1/21/2014	US BANK	VISA- RALPHS	6.49	Community Services
86560	1/21/2014	US BANK	VISA- RALPHS	4.59	Community Services
86560	1/21/2014	US BANK	VISA- MICHAELS	3.88	Community Services
86560	1/21/2014	US BANK	VISA- RITE AID	3.00	Community Services
		Total Amount for 126 Line Item(s) from Comm	nunity Services	\$46,689.45	
<u>Finance</u>					
86523	1/15/2014	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,041.22	Finance
86626	1/29/2014	ADP, INC	PAYROLL PROCESSING	2,508.87	Finance
86551	1/15/2014	UTILITY COST MANAGEMENT LLC	UTILITY TAX SERVICES	1,009.59	Finance
86566	1/22/2014	ADP, INC	PAYROLL PROCESSING	888.17	Finance
86654	1/29/2014	HDL, COREN & CONE INC.	CAFR REPORT SERVICES	695.00	Finance
86654	1/29/2014	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	625.00	Finance
86523	1/15/2014	MUNISERVICES, LLC	CAFR REPORT SERVICES	475.00	Finance
86560	1/21/2014	US BANK	VISA- GFOA	159.00	Finance
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	130.15	Finance
86465	1/15/2014	CALIFORNIA SOCIETY	2014 MEMBER DUES-LYSIK	110.00	Finance
86560	1/21/2014	US BANK	VISA- BEST BUY	76.27	Finance
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	65.91	Finance
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	63.26	Finance
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	32.54	Finance
		Total Amount for 14 Line Item(s) from Finance		\$10,879.98	
Klubhouse F	<u>Preschool</u>				
86678	1/29/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- SMART & FINAL	480.60	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- HOME DEPOT	378.29	Klubhouse Preschool
86656	1/29/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	324.78	Klubhouse Preschool
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	266.21	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- ORIENTAL TRADING CO	180.74	Klubhouse Preschool
86697	1/29/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.08	Klubhouse Preschool



Date: 2/4/2014 Time: 10:29:35AM Page 8 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86697	1/29/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.08	Klubhouse Preschool
86697	1/29/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.08	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- MICHAELS	124.05	Klubhouse Preschool
86591	1/22/2014	INDUSTRIAL CHEMICALS & SUPPLS	JANITORIAL SUPPLIES	104.64	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- TARGET	91.95	Klubhouse Preschool
86688	1/29/2014	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSIDE	54.00	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- TARGET	53.94	Klubhouse Preschool
86617	1/22/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- PARTY CITY	46.11	Klubhouse Preschool
86564	1/22/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	44.62	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- VONS	31.96	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- WALMART	17.60	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- TRADER JOES	17.54	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- CVS PHARMACY	17.19	Klubhouse Preschool
86560	1/21/2014	US BANK	VISA- VONS	3.79	Klubhouse Preschool
		Total Amount for 22 Line Item(s) from Klubho	use Preschool	\$3,714.75	
<u>Library</u>					
86561	1/22/2014	3M	CLOUD LIBRARY TRAINING	4,090.00	Library
86607	1/22/2014	RECORDED BOOKS, LLC	BOOKS ON CD	1,042.37	Library
86676	1/29/2014	OCLC, INC.	MEMBERSHIP DUES- JAN 2014	624.66	Library
86466	1/15/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	592.59	Library
86590	1/22/2014	ILLINOIS LIBRARY ASSOCIATION	LIBRARY SUPPLIES	473.88	Library
86531	1/15/2014	RANDOM HOUSE, INC.	BOOKS ON CD	457.71	Library
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	414.68	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	372.90	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	335.86	Library
86560	1/21/2014	US BANK	VISA- COSTCO	329.23	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	316.54	Library
86694	1/29/2014	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
86457	1/15/2014	BAKER & TAYLOR	BOOKS-LIBRARY	271.47	Library
86658	1/29/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	240.83	Library
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	226.26	Library
86458	1/15/2014	BLACKSTONE AUDIO INC	BOOKS ON CD	205.90	Library
86532	1/15/2014	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library
86633	1/29/2014	AT&T	TELEPHONE SERVICE	149.82	Library



Date: 2/4/2014 Time: 10:29:35AM Page 9 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86683	1/29/2014	RECORDED BOOKS, LLC	BOOKS ON CD	113.80	Library
86532	1/15/2014	RECORDED BOOKS, LLC	BOOKS ON CD	100.23	Library
86521	1/15/2014	MIDWEST TAPE	DVD'S-LIBRARY	97.36	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	88.47	Library
86571	1/22/2014	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	76.63	Library
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	73.05	Library
86658	1/29/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	69.73	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	63.97	Library
86560	1/21/2014	US BANK	VISA- USPS	56.14	Library
86560	1/21/2014	US BANK	VISA- SMART & FINAL	54.68	Library
86532	1/15/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	40.01	Library
86570	1/22/2014	BAKER & TAYLOR	BOOKS-LIBRARY	37.51	Library
86560	1/21/2014	US BANK	VISA- SMART & FINAL	35.80	Library
86560	1/21/2014	US BANK	VISA- RALPHS	27.26	Library
86499	1/15/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.30	Library
86658	1/29/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.40	Library
86658	1/29/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.37	Library
86683	1/29/2014	RECORDED BOOKS, LLC	BOOKS ON CD	12.53	Library
86560	1/21/2014	US BANK	VISA- ALBERTSONS	3.88	Library
86532	1/15/2014	RECORDED BOOKS, LLC	BOOKS ON CD	0.50	Library
		Total Amount for 39 Line Item(s) from Library		\$11,650.48	
LMD #22					
86618	1/22/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	37,730.00	LMD #22
86455	1/15/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	33,776.00	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14,886.33	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,722.87	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,953.75	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,759.64	LMD #22
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,400.70	LMD #22
86455	1/15/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,778.33	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22



Date: 2/4/2014 Time: 10:29:35AM Page 10 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,392.16	LMD #22
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,063.00	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,295.50	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,898.48	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,896.21	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,702.70	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,369.66	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,086.28	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,048.15	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,027.72	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,024.66	LMD #22
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	633.19	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	606.93	LMD #22
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	484.81	LMD #22
86455	1/15/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	474.00	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	471.48	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	468.77	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	428.92	LMD #22
86455	1/15/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	410.91	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	292.47	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	280.53	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	246.55	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	229.41	LMD #22
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	188.00	LMD #22
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	171.29	LMD #22
86540	1/15/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	158.72	LMD #22
86618	1/22/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	150.00	LMD #22
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	86.73	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	84.46	LMD #22



Date: 2/4/2014 Time: 10:29:35AM Page 11 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	73.82	LMD #22
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	71.20	LMD #22
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	56.02	LMD #22
		Total Amount for 52 Line Item(s) from LMD #22	\$20	05,429.75	
<u>LMD #24</u>					
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,932.39	LMD #24
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	110.53	LMD #24
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	5.27	LMD #24
		Total Amount for 3 Line Item(s) from LMD #24	<u> </u>	55,048.19	
LMD #27					
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	28.57	LMD #27
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	1.32	LMD #27
		Total Amount for 2 Line Item(s) from LMD #27		\$29.89	
LMD #32					
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	873.46	LMD #32
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	55.74	LMD #32
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	1.32	LMD #32
		T		фозо 53	
		Total Amount for 3 Line Item(s) from LMD #32		\$930.52	
LMD 22 - Co	ommon Benefit	<u>Area</u>			
86519	1/15/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE 1	11,500.00	LMD 22 - Common Benefit Area
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER		7,043.16	LMD 22 - Common Benefit Area
86553	1/15/2014	VENCO WESTERN, INC.		5,552.17	LMD 22 - Common Benefit Area
86620	1/22/2014	VENCO WESTERN, INC.		4,184.00	LMD 22 - Common Benefit Area
86553	1/15/2014	VENCO WESTERN, INC.		3,007.32	LMD 22 - Common Benefit Area
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER		2,792.47	LMD 22 - Common Benefit Area
86553	1/15/2014	VENCO WESTERN, INC.		2,355.39	LMD 22 - Common Benefit Area
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,849.11	LMD 22 - Common Benefit Area



Date: 2/4/2014 Time: 10:29:35AM Page 12 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,821.98	LMD 22 - Common Benefit Area
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	812.00	LMD 22 - Common Benefit Area
86553	1/15/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	457.35	LMD 22 - Common Benefit Area
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	336.00	LMD 22 - Common Benefit Area
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	310.00	LMD 22 - Common Benefit Area
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	244.80	LMD 22 - Common Benefit Area
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	232.50	LMD 22 - Common Benefit Area
86500	1/15/2014	INNOVATIVE ELECTRIC INC	ELECTRICAL REPAIR	165.00	LMD 22 - Common Benefit Area
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	117.61	LMD 22 - Common Benefit Area
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	117.18	LMD 22 - Common Benefit Area
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	101.48	LMD 22 - Common Benefit Area
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	89.87	LMD 22 - Common Benefit Area
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	50.09	LMD 22 - Common Benefit Area
		Total Amount for 23 Line Item(s) from LMD 22 -	Common Benefit Area	\$53,178.18	
Media Oper	ations				
86554	1/15/2014	VERIZON WIRELESS	TELEPHONE SERVICE	1,818.66	Media Operations
86453	1/15/2014	AT&T	TELEPHONE SERVICE	1,519.97	Media Operations
86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,463.66	Media Operations
86675	1/29/2014	NICKERSON/LAURA//	CTV HOST SERVICES	1,125.00	Media Operations
86679	1/29/2014	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	1,000.00	Media Operations
86584	1/22/2014	DELL MARKETING L.P.	MONITORS	837.45	Media Operations
86539	1/15/2014	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	690.00	Media Operations
86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	686.76	Media Operations
86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	639.45	Media Operations
86491	1/15/2014	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	500.00	Media Operations
86506	1/15/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
86506	1/15/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
86660	1/29/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
86450	1/15/2014	AMERICOMP GROUP IMAGING	PRINTER REPAIRS	427.09	Media Operations
86615	1/22/2014	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
86520	1/15/2014	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
86602	1/22/2014	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	273.00	Media Operations
86524	1/15/2014	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	210.00	Media Operations
86543	1/15/2014	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	150.00	Media Operations



Date: 2/4/2014 Time: 10:29:35AM Page 13 of 20

1212014 US BANK	Check No.	Check Date	Vendor Name	Check Description	Amount	Department
1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 128.1 Media Operations	86560	1/21/2014	US BANK	VISA- IN MOTION HOSTING	141.86	Media Operations
	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	115.04	Media Operations
	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	108.21	Media Operations
	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	92.81	Media Operations
1-22-2014 KRAMER_FIRM, INCORPORATED TELECOMM CONSULT SVCS 74.44 Media Operations	86548	1/15/2014	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	88.66	Media Operations
Refs	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	74.44	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 8643 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 8643 1/15/2014 CACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86503 1/12/2014 US BANK VISA- GOTOMYPC.COM 50.85 Media Operations 86503	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	74.44	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86434 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86543 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86553 1/22/2014 KRAMER,FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86563 1/22/2014 KRAMER,FIRM, INCORPORATED TELEPHONE SERVICE 45.46 Media Operations 86563 <td< td=""><td>86593</td><td>1/22/2014</td><td>KRAMER.FIRM, INCORPORATED</td><td>TELECOMM CONSULT SVCS</td><td>74.43</td><td>Media Operations</td></td<>	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	74.43	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86593 1/22/2014 KRAMER FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86594 1/21/2014 US BANK VISA-AOL SERVICE 45.40 Media Operations 86595 1/21/2014	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 8643 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86593 1/22/2014 KRAMER FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86593 1/22/2014 KRAMER FIRM, INCORPORATED TELECOMM CONSULT SVCS 17.59 Media Operations 86593 1/21/2014	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86593 1/22/2014 KRAMER, FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86590 1/21/2014 US BANK VISA- GOTOMYPC-COM 50.85 Media Operations 86590 1/22/2014 KRAMER, FIRM, INCORPORATED TELECOMM CONSULT SVCS 20.30 Media Operations 86590 1/21/2014 US BANK VISA- RALPHS 17.95 Media Operations Non-Departmental	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
86614 1/22/2014 TELECOM LAW FIRM, P.C. TELECOMM CONSULT SVCS 71.44 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86593 1/22/2014 KRAMER, FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86584 1/29/2014 AT&T MOBILITY TELECOMM CONSULT SVCS 20.30 Media Operations 86593 1/22/2014 KRAMER, FIRM, INCORPORATED TELECOMM CONSULT SVCS 20.30 Media Operations 86590 1/21/2014 US BANK VISA- RALPHS 17.95 Media Operations 86591 1/21/2014 KRAMER FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations 86592 1/21/2014 <	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86443 1/15/2014 ACORN NEWSPAPER CTV ADVERTISING 60.00 Media Operations 86433 1/12/2014 KRAMER,FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86540 1/21/2014 US BANK VISA- GOTOMYPC.COM 50.85 Media Operations 86540 1/21/2014 US BANK VISA- GOTOMYPC.COM 50.85 Media Operations 86550 1/21/2014 US BANK VISA- AOL SERVICE 17.95 Media Operations 86560 1/21/2014 US BANK VISA- RALPHS 17.63 Media Operations 86590 1/21/2014 KRAMER,FIRM, INCORPORATED TELECOMM CONSULT SVCS	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
R6443	86614	1/22/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	71.44	Media Operations
R6443	86443	1/15/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
R6443	86443	1/15/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	*
R6593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 54.36 Media Operations 86560 1/21/2014 US BANK VISA-GOTOMYPC.COM 50.85 Media Operations 86563 1/29/2014 AT&T MOBILITY TELEPHONE SERVICE 45.46 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 20.30 Media Operations 86560 1/21/2014 US BANK VISA- ROLL SERVICE 17.95 Media Operations 86560 1/21/2014 US BANK VISA- RALPHS 17.63 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations 86643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE 7,450.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,135.00 Non-Departmental 86652 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86650 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86549 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental 4,000 86443	1/15/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations	
R6560 1/21/2014 US BANK	86443	1/15/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
86634 1/29/2014 AT&T MOBILITY TELEPHONE SERVICE 45.46 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 20.30 Media Operations 86560 1/21/2014 US BANK VISA- AOL SERVICE 17.95 Media Operations 86560 1/21/2014 US BANK VISA- RALPHS 17.63 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations Non-Departmental Total Amount for 44 Line Item(s) from Media Operations SI5,122.74 86643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE 7,450.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,000.00 Non-Departmental 86501 1/15/2014 ROW MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 ROW MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	54.36	Media Operations
R6593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 20.30 Media Operations	86560	1/21/2014	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
86560 1/21/2014 US BANK VISA- AOL SERVICE 17.95 Media Operations 86560 1/21/2014 US BANK VISA- RALPHS 17.63 Media Operations 86593 1/22/2014 KRAMER.FIRM, INCORPORATED TELECOMM CONSULT SVCS 13.53 Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations Stolal Amount for 44 Line Item(s) from Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations Stolal Amount for 44 Line Item(s) from Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations Stolal Amount for 44 Line Item(s) from Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations Stolal Amount for 44 Line Item(s) from Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations Stolal Amount for 44 Line Item(s) from Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) from Media Operations VISION Media Operations Non-Departmental Stolal Amount for 44 Line Item(s) fr	86634	1/29/2014	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
Non-Departmental Non-Departm	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	20.30	Media Operations
Non-Departmental Non-Departm	86560	1/21/2014	US BANK	VISA- AOL SERVICE	17.95	Media Operations
Non-Departmental S15,122.74 Non-Departmental S6643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE CDBG RES REHAB-	86560	1/21/2014	US BANK	VISA- RALPHS	17.63	Media Operations
Non-Departmental 86643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE 7,450.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,135.00 Non-Departmental 86525 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental	86593	1/22/2014	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	13.53	Media Operations
86643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE 7,450.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,135.00 Non-Departmental 86525 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental			Total Amount for 44 Line Item(s) from Media	Operations	\$15,122.74	
86643 1/29/2014 DUFFEY'S MOBILE HOME SERVICE CDBG RES REHAB- LEVINE 7,450.00 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,135.00 Non-Departmental 86525 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental	Non-Departi	<u>nental</u>				
86549 1/15/2014 U.S. BANK TRUST NATIONAL 2005 COP ADMIN FEES 3,135.00 Non-Departmental 86525 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental	86643	1/29/2014	DUFFEY'S MOBILE HOME SERVICE	CDBG RES REHAB- LEVINE	7,450.00	Non-Departmental
86525 1/15/2014 NEOFUNDS BY NEOPOST POSTAGE 3,000.00 Non-Departmental 86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental						•
86609 1/22/2014 SECURAL SECURITY CORP PARKING ENFORCEMENT 2,775.00 Non-Departmental 86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental						1
86501 1/15/2014 IRON MOUNTAIN STORAGE SERVICES 2,076.24 Non-Departmental 86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental		1/22/2014		PARKING ENFORCEMENT		•
86549 1/15/2014 U.S. BANK TRUST NATIONAL 2006 COP ADMIN FEES 1,980.00 Non-Departmental		1/15/2014	IRON MOUNTAIN	STORAGE SERVICES		
	86549	1/15/2014	U.S. BANK TRUST NATIONAL	2006 COP ADMIN FEES	1,980.00	_
•	86560	1/21/2014	US BANK	VISA- STORAGE ETC		
86575 1/22/2014 CANON BUSINESS SOLUTIONS, INC. COPIER SVC PROGRAM- GQM11196 1,792.50 Non-Departmental	86575	1/22/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,792.50	_



Date: 2/4/2014 Time: 10:29:35AM Page 14 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86605	1/22/2014	PMC	HOUSING REHAB SERVICES	1,425.00	Non-Departmental
86560	1/21/2014	US BANK	VISA- COSTCO	915.13	Non-Departmental
86467	1/15/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
86637	1/29/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	525.15	Non-Departmental
86557	1/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	417.41	Non-Departmental
86632	1/29/2014	ARROWHEAD	WATER SERVICE	344.76	Non-Departmental
86466	1/15/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental
86560	1/21/2014	US BANK	VISA- COSTCO	319.01	Non-Departmental
86560	1/21/2014	US BANK	VISA- AMAZON.COM	129.03	Non-Departmental
86560	1/21/2014	US BANK	VISA- COSTCO	110.00	Non-Departmental
86560	1/21/2014	US BANK	VISA- RALPHS	108.34	Non-Departmental
86560	1/21/2014	US BANK	VISA- 800FLOWERS	96.98	Non-Departmental
86586	1/22/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	31.76	Non-Departmental
86646	1/29/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	29.61	Non-Departmental
86486	1/15/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	15.91	Non-Departmental
		Total Amount for 23 Line Item(s) from Non-Dep	partmental	\$29,706.40	
Payroll					
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	4,918.75	Payroll
86677	1/29/2014	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- FEB 14	72.00	Payroll
		Total Amount for 2 Line Item(s) from Payroll		\$4,990.75	
Police / Fire	/ Safety				
86595	1/22/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- DEC 2013	334,670.12	Police / Fire / Safety
86595	1/22/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	25,367.64	Police / Fire / Safety
86595	1/22/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- DEC 2013	15,104.67	Police / Fire / Safety
86594	1/22/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- DEC 2013	6,826.89	Police / Fire / Safety
86662	1/29/2014	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	541.42	Police / Fire / Safety
86595	1/22/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	70.06	Police / Fire / Safety
		Total Amount for 6 Line Item(s) from Police / F	ire / Safety	\$382,580.80	
Public Safet	y & Emergency	Preparedness			
86560	1/21/2014	US BANK	VISA- MACKAY COMMUNICATION	142.80	Public Safety & Emergency Preparedness
86663	1/29/2014	LARSON/DEBBIE//	REIMBURSE CERT MEETING	78.49	Public Safety & Emergency Preparedness
00000	1, 2, 201			70.17	carrety of Emergency Preparedness



Date: 2/4/2014 Time: 10:29:35AM Page 15 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 2 Line Item(s) from Public Sat	fety & Emergency Preparedness	\$221.29	
Public Works	<u>s</u>				
86682	1/29/2014	RBF CONSULTING	WATERSHED CONSULTING SVCS	47,072.11	Public Works
86547	1/15/2014	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	16,660.17	Public Works
86464	1/15/2014	CALIFORNIA CIVIL ENGINEERING	CATCH BASIN CLEANING	13,516.32	Public Works
86695	1/29/2014	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	13,486.44	Public Works
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,772.77	Public Works
86470	1/15/2014	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,678.21	Public Works
86619	1/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	6,428.88	Public Works
86623	1/22/2014	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,640.00	Public Works
86582	1/22/2014	DAVEY RESOURCE GROUP	SOFTWARE TRAINING	2,400.00	Public Works
86474	1/15/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,249.36	Public Works
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,012.87	Public Works
86603	1/22/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,650.00	Public Works
86638	1/29/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,575.16	Public Works
86579	1/22/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,569.71	Public Works
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,540.00	Public Works
86503	1/15/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,260.00	Public Works
86478	1/15/2014	DEAN/JAMES//	LANDSCAPE DESIGNS	1,100.00	Public Works
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	834.00	Public Works
86603	1/22/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	785.00	Public Works
86554	1/15/2014	VERIZON WIRELESS	TELEPHONE SERVICE	773.43	Public Works
86699	1/29/2014	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	760.00	Public Works
86526	1/15/2014	ORTIZ/JOEL//	CONSULTING SERVICES	680.00	Public Works
86536	1/15/2014	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
86608	1/22/2014	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
86687	1/29/2014	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
86696	1/29/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	605.56	Public Works
86638	1/29/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	586.96	Public Works
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	550.00	Public Works
86552	1/15/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	510.00	Public Works
86597	1/22/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	483.99	Public Works
86597	1/22/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	356.24	Public Works
86443	1/15/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
86443	1/15/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works



Date: 2/4/2014 Time: 10:29:35AM Page 16 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86560	1/21/2014	US BANK	VISA- INST OF TRANSPORTATION	294.28	Public Works
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	180.46	Public Works
86672	1/29/2014	MOBILE ONE ENTERPRISES	GRAFITTI REMOVAL	180.00	Public Works
86510	1/15/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	135.42	Public Works
86560	1/21/2014	US BANK	VISA- CORNER BAKERY	84.24	Public Works
86631	1/29/2014	ARC	COPY/PRINTING SERVICE	80.30	Public Works
86698	1/29/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	57.69	Public Works
86698	1/29/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	54.45	Public Works
86550	1/15/2014	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	19.50	Public Works
86509	1/15/2014	L.A. CO. REGISTRAR-RECORDER	RECORDING FEE- PROJ#09-12	2.00	Public Works
		Total Amount for 43 Line Item(s) from Public V	Vorks	\$140,271.16	
Recoverable	/ Refund / Liab	ility			
86677	1/29/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	904.00	Recoverable / Refund / Liability
86604	1/22/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	322.06	Recoverable / Refund / Liability
86484	1/15/2014	ECMC	WAGE GARNISHMENT- 1/10/14	276.16	Recoverable / Refund / Liability
86644	1/29/2014	ECMC	WAGE GARNISHMENT- 1/24/14	276.16	Recoverable / Refund / Liability
86479	1/15/2014	DEPARTMENT OF CONSERVATION	4TH QUARTER 2013 SMIP FEE	229.40	Recoverable / Refund / Liability
86443	1/15/2014	ACORN NEWSPAPER	EVENT ADVERTISING	224.00	Recoverable / Refund / Liability
86648	1/29/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/24/14	196.50	Recoverable / Refund / Liability
86488	1/15/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/10/14	184.62	Recoverable / Refund / Liability
86649	1/29/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/24/14	184.62	Recoverable / Refund / Liability
86463	1/15/2014	CALIFORNIA BUILDING STANDARDS	4TH QTR 2013 GREEN BLDG	177.30	Recoverable / Refund / Liability
86684	1/29/2014	RELIANCE HOME SERVICES	REFUND BUILDING PERMIT	62.00	Recoverable / Refund / Liability
86569	1/22/2014	BADII/LILA//	RECREATION REFUND	54.00	Recoverable / Refund / Liability
86541	1/15/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 1/10/14	46.15	Recoverable / Refund / Liability
86690	1/29/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 1/24/14	46.15	Recoverable / Refund / Liability
86611	1/22/2014	SHENG/MARGARET//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
86496	1/15/2014	HAYES/JEANNINE//	RECREATION REFUND	42.00	Recoverable / Refund / Liability
86534	1/15/2014	ROBINSON/MARLENE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
86635	1/29/2014	BRUNER/PATRICIA//	RECREATION REFUND	16.66	Recoverable / Refund / Liability
86681	1/29/2014	RAZAQI/EMILY//	RECREATION REFUND	15.00	Recoverable / Refund / Liability
86643	1/29/2014	DUFFEY'S MOBILE HOME SERVICE	CDBG RES REHAB- LEVINE	-745.00	Recoverable / Refund / Liability
		Total Amount for 20 Line Item(s) from Recover	rable / Refund / Liability	\$2,596.78	



Date: 2/4/2014 Time: 10:29:35AM Page 17 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Senior Cente	r Construction				
86504	1/15/2014	JONES & JONES	SENIOR CENTER CONCEPT PHASE	2,150.00	Senior Center Construction
86516	1/15/2014	LUBKA & WHITE	CONSULTING SERVICES	97.50	Senior Center Construction
		Total Amount for 2 Line Item(s) from Senior Co	enter Construction	\$2,247.50	
		2 dan 1 dan 2 dan		+2,211.6	
Tennis & Sw	im Center				
86527	1/15/2014	OUT-FIT	FITNESS EQUIPMENT	14,239.46	Tennis & Swim Center
86472	1/15/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	8,816.50	Tennis & Swim Center Tennis & Swim Center
86613	1/22/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,836.84	Tennis & Swim Center
86477	1/15/2014	DEAN STEWART CONSTRUCTION	INSTALL WINDOW	2,663.00	Tennis & Swim Center
86472	1/15/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	2,070.09	Tennis & Swim Center
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1.543.76	Tennis & Swim Center
86577	1/22/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,425.35	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- HOME DEPOT	1,054.59	Tennis & Swim Center
86620	1/22/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	857.25	Tennis & Swim Center
86555	1/15/2014	VIEWPOINT EDUCATIONAL	POOL RENTAL	855.00	Tennis & Swim Center
86472	1/15/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- BALLARD DESIGNS	725.92	Tennis & Swim Center
86555	1/15/2014	VIEWPOINT EDUCATIONAL	POOL RENTAL	720.00	Tennis & Swim Center
86558	1/15/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	640.33	Tennis & Swim Center
86622	1/22/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	518.84	Tennis & Swim Center
86468	1/15/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	500.00	Tennis & Swim Center
86454	1/15/2014	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SANTA BRKFST	481.00	Tennis & Swim Center
86469	1/15/2014	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	456.98	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- ENGRAVED LETTER	432.00	Tennis & Swim Center
86454	1/15/2014	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- AQUAFIT	420.00	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- PYRAMID PIPE & SUPPLY	410.65	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- AMF WOODLAKE	359.04	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- OFFICE DEPOT	323.21	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- RALPHS	318.00	Tennis & Swim Center
86546	1/15/2014	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	303.54	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- PARTY CITY	295.69	Tennis & Swim Center
86622	1/22/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	279.75	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- DECOR STORE	276.55	Tennis & Swim Center
86528	1/15/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	262.15	Tennis & Swim Center
86558	1/15/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	232.32	Tennis & Swim Center



Date: 2/4/2014 Time: 10:29:35AM Page 18 of 20

Bank: BANK OF AMERICA - OPERATING Reporting Period: 1/15/2014 to 1/30/2014

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86617	1/22/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
86558	1/15/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	228.90	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- ADOLF KIEFER	227.80	Tennis & Swim Center
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	225.28	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- POWER SYSTEMS	218.31	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- MICHAELS	210.72	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- RADIO SHACK	172.13	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- WORLD MARTIAL ARTS	168.93	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- SOLAR DISCOUNT	151.08	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- HOLLYWOOD TOYS	147.12	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- DO IT CENTER	126.59	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- HOME DEPOT	113.33	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- TARGET	107.91	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- TARGET	107.00	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- BED BATH & BEYOND	99.88	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- CONSTANT CONTACT	95.00	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- SPORT CHALET	92.62	Tennis & Swim Center
86515	1/15/2014	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- OCT-DEC 2013	90.00	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- CVS PHARMACY	87.09	Tennis & Swim Center
86528	1/15/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	86.18	Tennis & Swim Center
86507	1/15/2014	KISHIMOTO/RAINE//	REIMB MILEAGE - DEC 2013	85.31	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- DOMINOS PIZZA	83.44	Tennis & Swim Center
86616	1/22/2014	TOTAL GRAPHICS	BANNERS	70.85	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- OFFICE DEPOT	66.02	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- SHELL OIL	61.43	Tennis & Swim Center
86667	1/29/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 14	61.16	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- KOTULAS CATALOG	44.99	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- BURLINGTON COAT FACTORY	40.82	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- OFFICE DEPOT	38.66	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- MARSHALLS	31.14	Tennis & Swim Center
86567	1/22/2014	AIRGAS- WEST	TC HELIUM	25.68	Tennis & Swim Center
86560	1/21/2014	US BANK	VISA- WALMART	14.77	Tennis & Swim Center
86528	1/15/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	5.43	Tennis & Swim Center
		Total Amount for 63 Line Item(s) from Tennis & Swim Center			

Transportation



Date: 2/4/2014 Time: 10:29:35AM Page 19 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86657	1/29/2014	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	97,655.42	Transportation
86589	1/22/2014	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	35,252.60	Transportation
86601	1/22/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - DEC 13	21,435.11	Transportation
86601	1/22/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - DEC 13	10,602.01	Transportation
86598	1/22/2014	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	7,260.00	Transportation
86700	1/30/2014	L.A. COUNTY DEPT. OF	PLAN CHECK FEES- MUL HWY	5,000.00	Transportation
86601	1/22/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - DEC 13	4,651.27	Transportation
86446	1/15/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,123.70	Transportation
86640	1/29/2014	DEAN/JAMES//	LANDSCAPE DESIGNS	3,800.00	Transportation
86636	1/29/2014	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	3,589.11	Transportation
86669	1/29/2014	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2014 (1/2)	3,563.04	Transportation
86669	1/29/2014	MALIBU CANYON SHELL	FUEL CHARGES- DEC 2013 (2/2)	3,506.72	Transportation
86540	1/15/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,391.45	Transportation
86630	1/29/2014	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- FEB 2014	2,964.78	Transportation
86625	1/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,604.19	Transportation
86538	1/15/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
86640	1/29/2014	DEAN/JAMES//	LANDSCAPE DESIGNS	1,500.00	Transportation
86538	1/15/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	887.36	Transportation
86560	1/21/2014	US BANK	VISA- CITY OF L.A.	703.05	Transportation
86601	1/22/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - DEC 13	571.84	Transportation
86583	1/22/2014	DEAN/JAMES//	LANDSCAPE DESIGNS	500.00	Transportation
86641	1/29/2014	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	430.99	Transportation
86560	1/21/2014	US BANK	VISA- REGAL ENTERTAINMENT	408.00	Transportation
86518	1/15/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	321.56	Transportation
86698	1/29/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	258.18	Transportation
86597	1/22/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	192.09	Transportation
86641	1/29/2014	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	185.05	Transportation
86601	1/22/2014	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- DEC 13	175.93	Transportation
86596	1/22/2014	LA DWP	METER SERVICE - TRAFFIC LIGHT	142.80	Transportation
86621	1/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	113.03	Transportation
86560	1/21/2014	US BANK	VISA- UNION 76	88.71	Transportation
86560	1/21/2014	US BANK	VISA- EXXON MOBIL	77.96	Transportation
86671	1/29/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	59.96	Transportation
86560	1/21/2014	US BANK	VISA- UNION 76	52.75	Transportation
86560	1/21/2014	US BANK	VISA- CLEAN ENERGY	47.24	Transportation
86631	1/29/2014	ARC	COPY/PRINTING SERVICE	46.62	Transportation
86631	1/29/2014	ARC	COPY/PRINTING SERVICE	46.43	Transportation



Date: 2/4/2014 Time: 10:29:35AM Page 20 of 20

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
86560	1/21/2014	US BANK	VISA- SHELL OIL	43.60	Transportation
86560	1/21/2014	US BANK	VISA- UNION 76	40.00	Transportation
86560	1/21/2014	US BANK	VISA- UNION 76	36.32	Transportation
86560	1/21/2014	US BANK	VISA- EXXON MOBIL	34.57	Transportation
86560	1/21/2014	US BANK	VISA- SHELL OIL	8.00	Transportation
86560	1/21/2014	US BANK	VISA- EXXON MOBIL	8.00	Transportation
		Total Amount for 43 Line Item(s) from Transporta	tion	\$218,069.44	
		GRAND TOTAL for 607 Line Items		\$1,236,134.56	

FUTURE AGENDA ITEMS

Agenda Title/Future Agenda

26-Feb			
Finance	Presentation	Controller's report	
CC	Presentation	Background and activities of LASD Malibu Search and Rescue	
CC	Presentation	Water District presentation regarding drought	
CD	New Business	Business license discussion	
CC	New Business	Election date change ordinance/activities timeline	
PW	New Business	Bus/trolley weekend ridership	
MOD	New Business	Wireless FCC letter	
CS	New Business	Recommendation from the Senior Task Force to award the Design/Build	
		Contract for the Calabasas Senior Center to Pankow Builders.	

Future Items:

Department

CD	Public Hearing	Historic Designation of Calabasas School Bell
MOD	Presentation	Connect with Calabasas App
CC	New Business	Contract reprocurement
CD	New Business	Horizon 55 – Final Map Approval
CD	Public Hearing	Cost/Fee schedule for scanning of documents
PW	Presentation	Lost Hills project updates
PW	New Business	Stormwater semi-annual quarterly update
PW	Update	Bicycle Master Plan update
CC	New Business	Commission appointments
CC	New Business	Council external committee appointments
CC	New Business	Noticing/public outreach with Commissions recommendations

2014 CITY COUNCIL MEETING DATES

Agenda Headings

Mar 12	Aug 13
Mar 26 Council	Aug 27
Reorg.	
Apr 9	Sep 10
Apr 23	Sep 24-Cancelled
	Rosh Hashanah
May-14	Oct 8
Cancelled CCCA	
Annual Conference	
May 28	Oct 22
Jun 11	Nov 12
Jun 25	Nov 26-Cancelled
	Thanksgiving Eve
Jul 9 - Cancelled	Dec 10
Jul 23 - Cancelled	Dec 24-Cancelled
	Christmas Eve