



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, FEBRUARY 25, 2015
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.

- Adjourn in Memory

PRESENTATIONS – 7: 20 P.M.

- Recognition of Cub Scout Pack 333 of Calabasas

ORAL COMMUNICATIONS – PUBLIC COMMENT– 7:30 P.M.

CONSENT ITEMS – 7:35 P.M.

1. [Approval of meeting minutes from February 11, 2014.](#)
2. [Reimbursement agreement with the City of Hidden Hills for annexation costs related to the proposed Craftsman's Corner annexation.](#)

3. Recommendation from the Parks, Recreation and Education Commission to award contract to Taylor Tennis Court, Inc. in the amount of \$84,250 for the installation of a USTA 8 & Under tennis court at the Calabasas Tennis & Swim Center.

NEW BUSINESS – 7:45 P.M.

4. Adoption of Resolution No. 2015-1444 approving a Memorandum of Understanding (MOU) with Calabasas Tech Center for development of the Las Virgenes Trail; and staff authorization to execute related documents.
5. Stormwater semi-annual update.

INFORMATIONAL REPORTS – 8:10 P.M.

6. Check Register for the period of February 4-6, 2015.

TASK FORCE REPORTS – 8:15 P.M.

CITY MANAGER’S REPORT – 8:20 P.M.

FUTURE AGENDA ITEMS – 8:25 P.M.

ADJOURN – 8:30 P.M.

The City Council will adjourn in memory of Janyce Jennings to their next regular meeting scheduled for Wednesday, March 11, 2015, at 7:00 p.m.

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

Mayor Shapiro called the Closed Session portion of the meeting at 6:31 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

CLOSED SESSION

1. Conference with legal counsel anticipated litigation – one case.
Government Code §54956.9(d)4.
2. Conference with legal counsel – one case.
Government Code §54956.9(d)(2)(e)(1).

The Council convened to Open Session at 7:04 p.m.

ROLL CALL

Present: Mayor Shapiro, Mayor pro Tem Martin,
Councilmembers Bozajian, Gaines and Maurer
Absent: None.
Staff: Bingham, Coroalles, Hernandez, Howard, Lysik,
Parker, Rubin and Yalda.

Mr. Howard reported that there was nothing to report on Closed Session Item No. 1. In regard to Closed Session Item No. 2, Mr. Howard reported that the Council unanimously directed staff to negotiate a possible early resolution.

The Pledge of Allegiance was led by Michael Brockman.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Martin:

- Wished everyone a Happy Valentine's Day.

- Encouraged everyone to be extra careful while driving in the City since LVUSD students will be on a four-day weekend.
- The Environmental Commission is hosting an informational meeting regarding Solar Energy on February 26.

Councilmember Maurer:

- Congratulated Mayor Shapiro for a great State of the City Address.
- On February 19, the Planning Commission will be hosting a workshop to discuss the City's sign ordinance.

Councilmember Bozajian:

- A creek clean-up event is scheduled on March 7.

Councilmember Gaines:

- Echoed congratulations to Mayor Shapiro for a great State of the City Address.
- Calabasas High boys' soccer and basketball games are scheduled for February 12.
- On February 17, the LVUSD will be hosting Dr. Matteo Dinulfo, the Medical Director at UCLA Health to give a presentation related to vaccines.
- A scoping meeting for the Canyon Oaks project's EIR is scheduled on February 18.
- The Chamber's breakfast is scheduled on February 19.
- The Chamber is holding its Cal Cup Bowling Tournament on February 22.
- Wished everyone a happy Presidents' Day weekend.
- Encouraged Mayor Shapiro to proclaim Love and Romance day in the City on February 14.

Mayor Shapiro:

- Sent prayers to families of the two victims who lost their lives in recent traffic accidents in the City.
- Attended the Special Speaker Series.
- All members of the Council, Mr. Coroalles and he provided U.S. Congressman Ted Lieu a tour of the Civic Center.
- Expressed appreciation to all involved in his State of the City Address.
- Reminded everyone that February 12 is Abraham Lincoln's birthday.
- Wished everyone a great Valentine's; a day of love in happiness.
- The Arbor Day Foundation recognized the City as Tree City USA in 2014.

PRESENTATIONS

- Employee service awards

Mayor Shapiro presented employee service awards to Armando Rodriguez for five years; to Steven Ball, Thomas Bartlett, Michael Klein, Susan Koeppe, Debbie

Larson, Jason Mier, Talyn Mirzakhanian, Elizabeth Parker and Maureen Tamuri for ten years; to April Friedman for 15 years; and to Robert Yalda for 20 years. He made honorable mention of all others who were not in attendance.

➤ Draft Las Virgenes-Malibu Bicycle Master Plan

Ryan Johnson, Planner, Alta Planning + Design presented the draft plan.

R. Embree spoke on the Bicycle Master Plan.

➤ Sheriff's crime report

Lt. Rotella presented the report.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Joe and Kelly Fries, Kenn Phillips, Robert, Hahn and Jennifer Bercy spoke during public comment.

The Council recessed at 8:12 p.m.

The Council reconvened at 8:19 p.m.

CONSENT ITEMS

1. Approval of meeting minutes from January 28, 2014.
2. Adoption of Ordinance No. 2015-320, amending Chapters 1.04, 2.04, 2.28, 2.30, 2.36, 2.37, 2.38, 2.39, 2.41, and 2.43 of the Calabasas Municipal Code; changing the Council's reorganization date; and reorganization date and term expiration date for all Commissions to coincide with the new November election date.

David Litt spoke on Item No. 2.

After discussion, Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1-2. MOTION CARRIED 5/0 as follows:

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

Councilmember Martin requested item No. 3 be pulled.

3. Approval of the five-Year recertification of the City of Calabasas Sewer System Management Plan (SSMP).

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

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

NEW BUSINESS

4. Review and discuss establishing a Senior Commission.

Mr. Bingham provided an overview.

Sue Somberg, Bonnie, Bricklin, Carol Davis and Jennifer Bercy spoke on Item No. 4.

After discussion, a taskforce with Mayor pro Tem Martin and Councilmember Bozajian was formed to meet with the Savvy Seniors and staff and return to the Council in a month with a recommendation regarding a Senior Advisory Board.

INFORMATIONAL REPORTS

7. Check Register for the period of January 15-28, 2015.

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Maurer provided an update on a recently-held Special Olympics taskforce meeting and encouraged the community to volunteer.

Councilmember Bozajian reported on his attendance to a meeting of the County City Selection Committee on February 5. He also reported that the AHCCC continues to meet regarding strategic planning.

Mayor Shapiro reported on his attendance to a Superintendent's advisory committee meeting.

CITY MANAGER'S REPORT

Mr. Coroalles reported on a resolution to a possible delay with the Park and Ride lot project.

FUTURE AGENDA ITEMS

Councilmember Gaines requested a presentation from Lucy Jones regarding earthquakes be scheduled for a future meeting.

ADJOURN

Mayor pro Tem Martin moved, seconded by Councilmember Maurer to adjourn the meeting at 9:12 p.m. to their next regular meeting scheduled on Wednesday, February 25, 2015, at 7:00 p.m. MOTION CARRIED 5/0 as follows:

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

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 12, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TOM BARTLETT, A.I.C.P., CITY PLANNER *TB*

SUBJECT: REIMBURSEMENT AGREEMENT WITH THE CITY OF HIDDEN HILLS FOR ANNEXATION COSTS RELATED TO THE PROPOSED CRAFTSMAN'S CORNER ANNEXATION.

MEETING DATE: FEBRUARY 25, 2015

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve by minute action the attached cost reimbursement agreement with the City of Hidden Hills for costs related to the proposed Craftsman's Corner annexation, and authorize the City Manager to execute the agreement.

BACKGROUND:

On December 11, 2013 the City Council initiated the process for annexation of the Craftsman's Corner territory, consistent with policies in the City of Calabasas 2030 General Plan. The proposed annexation is technically referred to as a "reorganization" due to the fact that the municipal boundaries of two cities will be affected, in this case the Cities of Hidden Hills and Calabasas. On November 24, 2014 the City of Hidden Hills City Council discussed the proposed annexation and agreed to the conceptual terms of the cost reimbursement agreement, and directed the City Attorney for the City of Hidden Hills to coordinate with the City Attorney for the City of Calabasas to finalize the agreement language. Following a progress report from staff concerning the annexation effort on December 10, 2014, the City Council directed the City Manager, City Attorney and staff to prepare a cost

reimbursement agreement with the City of Hidden Hills. The attached agreement (Attachment A) is the result of the collaborative staff effort.

DISCUSSION/ANALYSIS:

The attached agreement sets out process and procedures by which the City of Calabasas will reimburse the City of Hidden Hills for out-of-pocket expenses incurred as a result of the annexation process. Hidden Hills will not seek reimbursement of costs for staff time, but will seek reimbursement for only contracted services costs and outside expenses which otherwise would not be incurred if the annexation/reorganization were not being pursued by Calabasas.

FISCAL IMPACT/SOURCE OF FUNDING:

The agreement sets a cap on the anticipated reimbursable expenses at \$30,000. Within 10 days of execution of the agreement, an initial deposit of \$5,000 is to be paid to the City of Hidden Hills. The Agreement also includes provisions controlling auditing and accounting so as to fully comport with City of Calabasas fiscal management policies, procedures and practices. By approval of this item, the City Council will also direct the Chief Financial Officer to amend the 2014 - 2015 Annual Budget by adding \$30,000 from the General Fund for this purpose.

REQUESTED ACTION:

Staff recommends that the City Council approve by minute action the attached cost reimbursement agreement with the City of Hidden Hills for the purpose of reimbursing costs incurred by the City of Hidden Hills related to the proposed Craftsman's Corner annexation; and authorize the City Manager to sign and execute the agreement.

ATTACHMENTS:

A: Cost Reimbursement Agreement

**REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF CALABASAS AND THE CITY OF
HIDDEN HILLS RELATED TO THE
CRAFTSMAN'S CORNER ANNEXATION**

This Reimbursement Agreement is dated as of January 1, 2015, and is entered into by and between the City of Calabasas ("Calabasas"), a municipal corporation and the City of Hidden Hills, a municipal corporation ("Hidden Hills"). Calabasas and Hidden Hills may hereinafter be referred to as "Parties."

RECITALS

A. Calabasas desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, to annex territory to the City of Calabasas commonly known as "Craftsman's Corner." Craftsman's Corner consists of approximately 146 acres located in the unincorporated territory of the County of Los Angeles and within the Hidden Hills' Sphere of Influence.

B. Calabasas has been in discussions with Hidden Hills regarding its intent to submit an application for reorganization to the Local Agency Formation Commission of Los Angeles County ("LAFCO"). The proposed application includes a request to amend the Sphere of Influence boundaries for Calabasas and Hidden Hills as well as a request to approve the annexation of territory to Calabasas and the annexation of territory to Hidden Hills ("Craftsman's Corner Annexation").

C. To facilitate the proposed Craftsman's Corner Annexation, on December 11, 2013, the Calabasas City Council adopted Resolution No. 2013-1393 to formally initiate annexation proceedings and request that LAFCO amend the Sphere of Influence and consider approval of a reorganization of territory consisting of the annexation of Craftsman's Corner to Calabasas and the annexation of territory to Hidden Hills.

D. Calabasas has agreed to pay all costs and expenses associated with the Craftsman's Corner Annexation including any costs and expenses incurred by Hidden Hills. Accordingly, Calabasas and Hidden Hills desire to enter into this Reimbursement Agreement to set forth the terms regarding the repayment of costs and expenses incurred by Hidden Hills.

NOW, THEREFORE, in reliance on the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Calabasas and Hidden Hills hereby agree as follows:

Section 1. Reimbursement.

A. Calabasas agrees to pay and/or reimburse Hidden Hills in full for all costs and expenses (as further defined herein) incurred by Hidden Hills in connection with the Craftsman's Corner Annexation application to be submitted to LAFCO by Calabasas, including any costs and expenses for activities prior to filing such application as well as costs and expenses after filing through LAFCO's final determination ("Project").

B. Costs and expenses as used herein shall include all costs related to the Project such as but not limited to: (i) consulting services (if necessary) for the processing of any environmental review for the Project; (ii) reimbursement of staff time and any administrative costs (i.e. drafting applications and staff reports, attendance at meetings, pre-planning work by Hidden Hills staff, responding to resident's requests related to Project, etc.) related to the planning, review and processing of revisions to the Hidden Hills Sphere of Influence, applications submitted to LAFCO, Hidden Hills general plan amendment, Hidden Hills zone text amendment, Hidden Hills pre-zoning related to the Project; (iii) costs for attorney's fees for review and advice to Hidden Hills related to the Project including review of agenda reports, attending meetings, etc.; (iv) costs for staff to attend meetings at LAFCO or other meetings as requested by Calabasas.

C. Within ten (10) calendar days of final approval of this Reimbursement Agreement, Calabasas shall pay Hidden Hills a lump sum deposit in the amount of \$5,000 ("Initial Deposit"). The Initial Deposit may be commingled with other funds of the City for the purposes of investment and safekeeping, but the City shall at all times maintain records as to the expenditure of the deposit. If City subsequently determines that the Initial Deposit is insufficient to reimburse the City for its costs and expenses as set forth in paragraph A, Hidden Hills shall request Calabasas to deposit the amount reasonably estimated by Hidden Hills to be sufficient to cover the additional costs and expenses ("Supplemental Deposit"). Calabasas shall make the Supplemental Deposit to Hidden Hills within ten (10) calendar days of Hidden Hills' request.

D. Hidden Hills, not Calabasas, shall pay employees and contractors assigned to work on the Project from a Hidden Hills account.

E. The Parties agree that the costs and expenses to be reimbursed to Hidden Hills under this Agreement will not exceed \$30,000, which includes a \$5,000 contingency. If Hidden Hills anticipates that costs and expenses will exceed \$30,000, prior to incurring such costs and expenses, Hidden Hills agrees to provide Calabasas with (i) a written estimate of the additional expense; and (ii) documentation regarding the need for such expense. Calabasas shall within twenty (20) business days after receipt, approve or disapprove the expense in writing. Calabasas agrees it shall act in good faith in making such determination.

F. Hidden Hills shall refund to Calabasas any amount of Calabasas' deposits that remain unexpended at the end of the Project. For purposes of this paragraph and paragraph G, "the end of the Project" means the time at which LAFCO has rendered a

final decision on the Project or Calabasas has abandoned the Project and notified Hidden Hills in writing.

G. Hidden Hills shall maintain complete and accurate records with respect to the costs and expenses related to the Project for which reimbursement is provided under this Reimbursement Agreement. Hidden Hills shall allow a representative of Calabasas during normal business hours to examine, audit and make transcripts or copies of such records and any other documents related to the Project. Hidden Hills shall retain such records for two years after the end of the Project.

Section 2. Tax-Sharing Agreement.

Calabasas and Hidden Hills acknowledge and agree that this Reimbursement Agreement has no relationship to or impact on a "Tax Sharing Agreement" that will need to be negotiated and agreed to by the Parties in order for Calabasas to proceed with the Project.

Section 3. Discretion.

The Parties agree that Hidden Hills maintains and has sole discretion in any decision within its control with respect to land use and zoning within its City boundaries.

Section 4. Notices.

Any notices, bills, invoices or reports required by this Reimbursement Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

Calabasas: City of Calabasas
100 Civic Center Way
Calabasas, California 91302
Attention: Tony Coroalles
Fax: (818) 225-7324

Hidden Hills: City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, California 91302
Attention: Cherie L. Paglia
Fax: (818) 719-0083

Section 5. Assignment.

This Reimbursement Agreement is personal to each party and may not be assigned by the Parties.

Section 6. Indemnification.

A. In the event of any court action or proceeding challenging the validity of the Project, including the actions taken by LAFCO on the Project Application or this Reimbursement Agreement, whether or not such action or proceeding names the City of Hidden Hills including its public officials, employees or consultants as a party, Calabasas shall defend, at its own expense, the action or proceeding.

B. In the event of any court action or proceeding challenging the validity of the Project, including the actions taken by LAFCO on the Project Application or this Reimbursement Agreement, that names the City of Hidden Hills, including its public officials, employees or consultants, as a party, Calabasas shall either provide and assume the defense of Hidden Hills or shall reimburse Hidden Hills for the costs and expenses of such defense. Such determination shall be made by Calabasas in writing within ten (10) calendar days after notification by Hidden Hills of the filing of any claim, action or proceeding. In addition, regardless of whether Calabasas assumes the defense or reimburses the City, Calabasas shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against Hidden Hills.

C. If Calabasas has exercised the option to reimburse Hidden Hills for its costs in defending any court action or proceeding as described above, Calabasas shall deposit with the City cash or other security in the amount of \$10,000, in the form satisfactory to the Hidden Hills City Attorney, within ten (10) calendar days of such notice for use by Hidden Hills for all costs and expenses related to any action triggering the obligations of this Section. If Hidden Hills is required to draw on that cash or security to indemnify or reimburse itself for such costs, Calabasas shall restore the deposit to its original amount within fifteen (15) calendar days after notice from Hidden Hills. Additionally, if at any time the Hidden Hills City Attorney determines that an additional deposit or additional security up to an additional \$25,000 is necessary to secure the obligations of this Section, Calabasas shall provide such additional security within fifteen (15) calendar days of notice from the Hidden Hills City Attorney.

D. Hidden Hills and Calabasas shall cooperate with each other in the defense of any such action or proceeding as may be reasonably requested by either party.

Section 7. General Provisions.

A. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Reimbursement Agreement.

B. This Reimbursement Agreement may be amended at any time, and from time to time, by an agreement executed by both Parties to this Reimbursement Agreement in writing.

C. If any provision of this Reimbursement Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Reimbursement Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this reimbursement Agreement are severable.

D. This Reimbursement Agreement represents the entire and integrated agreement between Calabasas and Hidden Hills. This Reimbursement Agreement supersedes all prior oral or written negotiations, representations or agreements. This Reimbursement Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties, which writing expressly refers to this Reimbursement Agreement.

E. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Reimbursement Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Reimbursement Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.

F. The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Reimbursement Agreement and also govern the interpretation of this Reimbursement Agreement.

G. This Reimbursement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H. The person or persons executing this Reimbursement Agreement on behalf of Calabasas and Hidden Hills warrant and represent that he or she has the authority to execute this Reimbursement Agreement on behalf of the respective party and has the authority to bind such party to the performance of its obligations hereunder.

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

CITY OF CALABASAS

By: _____
Anthony M. Coroalles, City Manager

Approved as to form:

By: _____
Scott H. Howard, City Attorney

CITY OF HIDDEN HILLS

By: _____
Cherie L. Paglia, City Manager

Approved as to form:

By: _____
Roxanne Diaz, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 12, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAN HUNCKE, RECREATION SERVICES MANAGER

SUBJECT: RECOMMENDATION FROM THE PARKS, RECREATION & EDUCATION COMMISSION TO AWARD CONTRACT TO TAYLOR TENNIS COURTS, INC. IN THE AMOUNT OF \$84,250 FOR THE INSTALLATION OF A USTA 8 AND UNDER TENNIS COURT AT THE CALABASAS TENNIS & SWIM CENTER.

MEETING DATE: FEBRUARY 25, 2015

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the recommendation from the Parks, Recreation & Education Commission to construct a USTA 8 & Under Tennis Court, Specification #14-15-04 and award a Professional Services Agreement to Taylor Tennis Courts, Inc. in the amount of \$84,250.

BACKGROUND:

In September of 2013, the Tennis & Swim Center had a magnificent oak tree estimated to be over 200 years old fall by the lower tennis courts and cause severe damage to several surrounding fence lines, light poles and shade structures. The tree, since the time of purchase of the Center in 1994, had a wonderful canopy span giving shade to those watching tennis matches near our lower courts. A void has been felt by many over the last year but at the same time provided the Center with an exciting opportunity for the further development in youth tennis training.

As of 2012, all USTA sanctioned tournaments for kids ten and under are required to be played using a new combination including: smaller tennis courts; lighter/lower bouncing balls; and smaller and lighter racquets. The goal of the USTA is to “make it easier for kids ten and under to pick up a racquet and have fun right away-even if they have never played before.”

Since the inception of the USTA sanction, Top Seed Tennis Academy staff at the Calabasas Tennis & Swim Center have purchased portable nets for the youth program and have had one of the 16 existing tennis courts striped with blended lines to meet the 8 & Under requirements along with using the new low compression tennis balls.

Staff, the PRE and Top Seed Tennis Academy took a look at different options for this space where the oak tree fell which ranged from: an 8 and under program court; a ball machine court; a pickle ball court; to just grading the area and adding additional seating and trees for a shaded area.

DISCUSSION/ANALYSIS:

After reviewing the options and weighing the benefits of each, staff recommended to the Parks, Recreation & Education Commission that the area be used as primarily an 8 & Under Program tennis court that would be overlaid with pickle ball lines for a pickle ball court during times when children would be in school. Landscaping the surrounding area with the focus on trees giving much needed shade for the area was also a priority.

On September 8, 2014, the Parks, Recreation & Education Commission toured multiple park sites, the Tennis & Swim Center being one of them, and viewed the proposed USTA 8 & Under tennis court site. After some discussion, they approved to recommend to City Council the site for the tennis court construction.

In January of 2015, staff announced the bid process for the USTA 8 & Under Tennis Court, Specification #14-15-04, and mailed out 14 bid packets to prospective bidders. A bid opening date was scheduled on February 10, 2015, in which three bids were received with the bid submittals as follows:

Malibu Pacific Tennis Courts, Inc.	\$91,999
Sport Court of Southern California	\$96,700
Taylor Tennis Courts, Inc.	\$84,250

Staff has worked with all three contractors in years past and feels very confident in the work that Taylor Tennis Courts, Inc. has given on projects in the past and their

ability to fulfill the project of building a USTA 8 & Under tennis court at the Calabasas Tennis & Swim Center.

Staff anticipates the court construction to commence in mid-March and take approximately 60 days to complete. With no-unforeseen issues with the construction, staff plans to have the tennis court available in late spring and ready for our busy summer programming.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff requests that \$101,950 be used from the Quimby Fees received as part of the Avanti Project located at 23500 Park Sorrento. The entire project will break out as follows:

- \$84,250 Court Construction
- \$12,700 Drainage and Landscaping
- \$5,000 Shade Structure and Seating

REQUESTED ACTION:

It is requested that the City Council approve the recommendation from the Parks, Recreation & Education Commission to construct a USTA 8 & Under tennis court, Specification #14-15-04 and award a Professional Services Agreement to Taylor Tennis Courts, Inc. in the amount of \$84,250.

ATTACHMENTS:

- A. Taylor Tennis Court, Inc. Professional Services Agreement
- B. USTA 8 & Under tennis court RFP

ITEM 3 – ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/ *Taylor Tennis Courts, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Taylor Tennis Courts, Inc. a *California, Corporation* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Tennis court builder.
- 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 February 9, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s February 9, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 2, 2015.
- 3.4 “Expiration Date”: July 31, 2015.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Eighty-Four Thousand Two Hundred and Fifty Dollars (\$84,250.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Jim Taylor shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

6. COMPENSATION

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

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

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

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

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

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

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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
Attn: Dan Huncke
Telephone: (818) 222-2782
Facsimile: (818) 222-8602

If to Consultant:

Taylor Tennis Courts, Inc.
31441 Santa Margarita Pkwy.
Suite A158
Rancho Santa Margarita, CA.
92688
Attn: Jim Taylor
Telephone: (949)858-3147
Facsimile: (949)713-7878

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, 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 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

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

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

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor

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

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

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

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”
Taylor Tennis Courts, Inc.

By: _____
David Shapiro, Mayor

By: _____
Jim Taylor, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

See USTA 8 & Under Tennis Courts at the Calabasas Tennis & Swim Center, Specification No. 14-15-04.

EXHIBIT B
APPROVED FEE SCHEDULE

Fee schedule is not to exceed \$84,250.00 as submitted in Contractors proposal received February 9, 2015 with the following breakdown:

- 20% at Commencement
- 40% at Completion of Slab
- 30% at Completion of Fence and Lights
- 10% at Completion of Job

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this __ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE **CERTIFICATE**

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

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.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

ITEM 3 ATTACHMENT B
CITY OF CALABASAS
REQUEST FOR PROPOSAL
USTA 8 & Under Tennis Courts
AT THE
CALABASAS TENNIS & SWIM CENTER
Specification No. 14-15-04

OBJECTIVE:

On July 1, 2014, the City of Calabasas city council authorized staff to notice bids for the construction of an USTA 8 & Under concrete tennis court located at the Calabasas Tennis & Swim Center as outlined in the SCOPE OF WORK listed below.

SCOPE OF WORK:

- 1) Submit plans to Tennis & Swim Center personnel for review and the City of Calabasas for plan check. Contractor responsible for all permit fees and inspections.
- 2) Under the supervision and direction of a Geotechnical Engineer retained by contractor, existing area material shall be loosened to a depth of at least 6 inches with all rocks and debris larger than 3 inches in diameter removed, (contractor will be responsible for getting material offsite).
- 3) Under the supervision and direction of a Geotechnical Engineer retained by contractor, loosened material shall be compacted to a relative compaction of 95% of its maximum compaction at +/-2% of moisture content in accordance with ASTM D-1557, Modified Proctor.
- 4) Under the supervision and direction of a Geotechnical Engineer, import engineered fill to fill existing oak tree well up to 11 inches below adjacent grade at 95% compaction at 6 inch lifts.
- 5) Import sub-base material of 6 inches and grade to achieve a 1% fall side to side.
- 6) Place a 5" post-tensioned concrete slab, 60 feet X 60 feet, with ½ inch cable on 4 foot centers using 100% San Gabriel aggregate (rock and sand).
- 7) Concrete is to pumped.
- 8) Finish concrete to a light broom finish across court.

- 9) Allow concrete to cure, appropriate dry time depending on weather, a minimum of 28 days.
- 10) Acid etch concrete surface with muriatic acid solution.
- 11) Apply one (1) coat Plexipave Ti-Coat Concrete Primer, one (1) coat of Plexipave Acrylic Resurfacer and two (2) coats of Plexipave 100% Acrylic Color Finish System (no substitutes), using manufactures specifications. Court surface speed will be slow/medium, 60/90 blend. Court surface color will consist of two colors, Bruin Blue for the inner court color and Dark Green for the outer court color. Contractor responsible to meet manufactures specifications for application rates on acrylic resurfacer and color coats.
- 12) Apply white line primer before striping the court.
- 13) Lines to be striped with Plexi Color Textured Line Paint, white. Striping shall meet USTA specifications for a two-court, 36' tennis court layout, see attached sketch for court dimensions.
- 14) Install 3" square vinyl coated net posts with internal brass winding gears and removable brass handle, nets, center strap anchors and center straps to accompany net posts. The attachment titled: 10 And Under Tennis-36 Foot Court Details-New Construction, diagram #2 and diagram #3 show specifications for Center Strap Anchor Detail and Net Post Detail.
- 15) Install 10' high black vinyl chain link 1 ¾" mesh on the south end of the court and the first 24' feet of both the west and east sides. The balance of the west side and the north end will be 4' high black vinyl chain link 1 ¾" mesh. A 48" wide entry gate also at 4' high will be centered on the west side fence. Fence posts to be 2 7/8" od galvanized. Top rails and corner bracing to be 1 5/8' od galvanized. Posts and rails to be powder coated black to match chain link. The attachment titled: 10 And Under Tennis-36 Foot Court Details-New Construction, diagram #6 shows specification for Concrete Fence Post Foundation.
- 16) Install 4 – 575 watt metal halide Advantage by Visionaire light fixtures 22' above court surface, match existing, with 5" round poles to be powder coated black, meeting manufactures specifications for installation. Two of the fixtures, on the east side, will be mounted on the existing light poles using a dual light fixture arm from Visionaire Lighting. The two light fixtures on the west side will require two light poles and arms provided by Visionare Lighting and meeting the manufacturers specifications as outlined in the bid packet. Contractor responsible for bringing in a structural engineer for recommendations to footing depth and size.
- 17) Remove all debris generated by project off the site throughout the length of the project.

PROPOSALS:

Proposals shall include all information and the pricing as specified above. Proposals must be submitted in writing to: City of Calabasas, 100 Civic Center Way, Calabasas, California, 91302 in the enclosed pink envelope marked "Sealed Bid" no later than **2:00 p.m., on Tuesday the 10th day of February, 2015**. Proposals are to be sealed and on the face of the envelope plainly labeled "**8 & UNDER TENNIS COURT PROJECT**". Facsimile and electronic mail transmittals will not be accepted. Bids will be publicly opened and read in the Council Chambers at 2:30 p.m., Tuesday, February 10, 2015.

Copies of the Specifications and Bid Documents are available from the Calabasas Tennis & Swim Center, 23400 Park Sorrento, Calabasas, California, 91302 or by contacting Dan Huncke, Recreation Services Manager at (818)222-2782.

Proposals must be prepared and submitted on the bid forms provided in conformance with Instructions for Bidders and submitted in the pink envelope provided. ***Please include the following information in the proposal:***

- *BID PRICING SUBMITTAL form completed, see attached.**
- *BIDDER'S BOND in the amount equal to 10% of total bid amount.**
- *FAITHFUL PERFORMANCE BOND will be required for the amount equal to 100% of the total amount bid when the bid is awarded.**
- *LICENSE, copy of current contractor's license.**
- *PROOF OF INSURANCE, as outlined in Section 11., *Template, Professional Services Agreement.***
- *COMPLETION SCHEDULE, proposed timeframe for completion of project.**
- *PAYMENT SCHEDULE, proposed payment schedule for project.**
- *REFERENCES, include a minimum of 3 references, names & phone numbers of similar completed projects in size and scope, see attached worksheet.**

The City of Calabasas reserves the right to reject any or all bid proposals, to waive any informality or irregularity, and to take all bids under advisement for a period of sixty (60) days.

Thank you for your interest in submitting a proposal. Please contact Dan Huncke at (818)222-2782 to schedule a walk-thru or if you have questions regarding the project.

POINT OF CONTACT

Any questions, clarifications or requests for general information should be directed to:

Dan Huncke
Calabasas Tennis & Swim Center
Recreation Services Manager
City of Calabasas
23400 Park Sorrento
Calabasas, CA. 91302
Phone (818)222-2782
E-mail: dhuncke@cityofcalabasas.com



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 12, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR



SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1444 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH CALABASAS TECH CENTER FOR DEVELOPMENT OF THE LAS VIRGENES TRAIL, AND STAFF AUTHORIZATION TO EXECUTE RELATED AGREEMENTS.

MEETING DATE: FEBRUARY 25, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2015-1444 approving a Memorandum of Understanding (MOU) with Calabasas Tech Center for development of the Las Virgenes Trail, and Staff authorization to execute related agreements.

BACKGROUND:

The City's Trails Master Plan calls for a multi-purpose trail between Juan Bautista de Anza Park and the 101 Freeway running along Las Virgenes Creek. While an easement for the trail had been secured by Los Angeles County in association with development of the Calabasas Tech Center, the easement was located on the east side of the creek which does not align with other trail easements secured on the west side of the creek. Staff approached the property owner who was receptive to working with the City to re-align the current easement to facilitate the best alignment for the trail at minimal disruption to the current property uses.

The MOU the City would be entering into describes a process to design, construct and record the proposed trail development effort. In short, the City would execute

a licensing agreement with Calabasas Tech Center during the design and construction phases, and a final one to cover long term maintenance of the trail once completed.

Staff from the Public Works Department has submitted a grant application to the Department of Water Resources requesting \$676,735 in grant funding to restore Las Virgenes Creek between Agoura Road and Juan Bautista de Anza Park. The grant covers bank stabilization, stream restoration and fish barrier enhancement, a large part of the necessary efforts prior to trail construction.

FISCAL IMPACT/SOURCE OF FUNDING:

In general, costs for Staff to prepare and execute the anticipated licensing agreements are included in the City's annual department budgets for the City Attorney, Public Works and Community Development departments. Costs to prepare any required exhibits to the agreements, such as surveys and plans, would be recovered from identified budget sources for the adopted capital improvement effort once adopted by Council.

The agreement identifies the City as being responsible for long term trail maintenance, such as irrigation and insurance costs, once the improvements are complete. Because the project has not yet been designed, an annual budget is not available at this time.

REQUESTED ACTION:

That the City Council adopt Resolution No. 2015-1444 approving a Memorandum of Understanding (MOU) with Calabasas Tech Center for development of the Las Virgenes Trail, and Staff authorization to execute related agreements.

ATTACHMENTS:

A: Resolution No. 2015-1444

B: MOU Agreement between the City and Equity Office

**ITEM 4 ATTACHMENT A
RESOLUTION NO. 2015-1444**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS APPROVING AN AGREEMENT BETWEEN THE CITY OF CALABASAS AND EQUITY OFFICE REGARDING THE LAS VIRGENES CREEK TRAIL AND CREEK RESTORATION AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN RELATED AGREEMENTS.

WHEREAS, the City of Calabasas' Trails Master Plan and General Plan establish the goal of constructing a multi-use trail along Las Virgenes Creek ("the Creek"), running northward from Juan Bautista de Anza Park to the northern border of the City, at U.S. Highway 101;

WHEREAS, the City of Calabasas has set a goal of restoring the Creek itself;

WHEREAS, the City of Calabasas has already constructed the first phase of the trail, running from the U.S. Highway 101 southwards to Agoura Road along the western bank of the Creek, and intends to extend the trail further south, through the Calabasas Tech Center, owned by Equity Office, to the trail's planned terminus at Juan Bautista de Anza Park on Lost Hills Road;

WHEREAS, the City of Calabasas owns an easement for the trail along the east bank of the Creek on Equity Office's Calabasas Tech Center property, located at 26520-26672 Agoura Road, Assessor's Parcel Numbers 2064-02-0023 and 2064-02-0022 ("the subject property");

WHEREAS, the City of Calabasas desires to realign the proposed trail to instead be along the west bank of the Creek, thereby connecting with the existing trail north of the subject property which is on the west bank;

WHEREAS, to accomplish this purpose, the City of Calabasas intends to exchange the existing easement on the east bank of the Creek for a new easement on the west bank of the Creek, and once exchanged, intends to vacate the existing easement on the east bank of the Creek;

WHEREAS, the City of Calabasas intends to, in collaboration with Equity Office, design a multi-use trail for the proposed new easement, including the trail pathway, security rails, seating, trash receptacles, signage, and natural, drought-tolerant landscaping;

WHEREAS, the City of Calabasas desires to accomplish these goals via a multi-phase process, starting with committing to the project and approving the proposed conceptual agreement between the City of Calabasas and Equity Office, proceeding with design of the proposed trail and approval of a design and construction agreement with Equity Office, and ending with completing the project, opening the trail to the public and approving a permanent easement and license agreement with Equity Office;

NOW, THEREFORE, the City Council of the City of Calabasas does hereby find, determine, order and resolve as follows:

SECTION 1. The City hereby commits to undertaking the required steps to complete the proposed project, consisting of the design and construction by the City, in consultation with Equity Office, of an eight to twelve foot wide, decomposed granite, multi-use trail along the west bank of Las Virgenes Creek on the subject property.

SECTION 2. The City agrees to enter into the proposed Agreement between City of Calabasas and Equity Office regarding Las Virgenes Creek Trail and Creek Restoration, attached to this Resolution as Exhibit A. The City Council authorizes the City Manager to finalize and execute this agreement on behalf of the City.

SECTION 3. To accomplish this project, the City commits to negotiate in good faith with Equity Office as to the terms of a Design and Construction Agreement with Equity Office, which will include a license providing access to the subject property to the City and its employees, contractors, and agents for design and construction purposes and will specify the liability and maintenance obligations of the parties during design and construction, and a Permanent Easement and License Agreement, which will provide for the recordation of the west bank easement, the vacation of the east bank easement, and will specify the permanent liability and maintenance obligations of the parties with regard to the trail easement. The City Council authorizes the City Manager to negotiate and execute these agreements and any necessary related documents on behalf of the City.

SECTION 4. The City's Director of Community Development and Director of Public Works or their designees are hereby authorized and directed to work with Equity Office to accomplish the purposes of this Resolution.

SECTION 5. The City Clerk shall certify the adoption of this Resolution and forward a certified copy to the Los Angeles County Director of Public Works for processing.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2015.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM

Scott H. Howard, City Attorney

**ITEM 4 ATTACHMENT B
AGREEMENT
BETWEEN
CITY OF CALABASAS
AND
EQUITY OFFICE
REGARDING
LAS VIRGENES CREEK TRAIL AND CREEK RESTORATION**

This Agreement is made between EQUITY OFFICE (“Equity Office”) and the CITY OF CALABASAS, a Municipal Corporation formed under the laws of California (“City”), (collectively, “the parties”), this ___ day of _____, 2015 (the “Effective Date”).

RECITALS

- A. The City’s Trails Master Plan and General Plan establish the goal of constructing a multi-use trail along Las Virgenes Creek (“the Creek”), running northward from Juan Bautista de Anza Park to the northern border of the City, at U.S. Highway 101. The City also has the goal of restoring the Creek itself.
- B. The City has already constructed the first phase of the trail, running from the U.S. Highway 101 southwards to Agoura Road along the western bank of the Creek. The City intends to extend the trail further south, through the Calabasas Tech Center, owned by Equity Office, to the trail’s planned terminus at Juan Bautista de Anza Park on Lost Hills Road.
- C. The City has an easement for the trail along the east bank of the Creek on Equity Office’s Calabasas Tech Center property, located at 26520-26672 Agoura Road, Assessor’s Parcel Numbers 2064-02-0023 and 2064-02-0022 (“the subject property”).
- D. The City would like to realign the proposed trail to instead be along the west bank of the Creek, thereby connecting with the existing trail north of the subject property which is on the west bank.
- E. To accomplish this purpose, the City and Equity Office intend to exchange the existing easement on the east bank of the Creek currently in favor of the City, for a new easement on the west bank of the Creek in favor of the City. At the time of acceptance of a new easement on the west bank of the Creek, City will vacate the current easement on the east bank of the Creek.

F. The City intends to, in collaboration with Equity Office, design a multi-use trail for the proposed new easement, including the trail pathway, security rails, seating, trash receptacles, signage, and natural, drought-tolerant landscaping. The design process will start with a survey of the subject property to determine the exact proposed trail location.

G. Once designed, the City intends to construct the trail on the easement.

H. The parties intend that Equity Office will be responsible for daily routine trash removal and weed removal and that the City will bear responsibility for all other maintenance, including maintaining the trail's integrity and availability for public use.

I. The parties intend to execute a further agreement governing design and construction of the trail ("the Design and Construction Agreement"), which will include a license providing access to the subject property to the City and its employees, contractors, and agents for design and construction purposes and will specify the liability and maintenance obligations of the parties during design and construction.

J. The parties intend to execute a second further agreement ("the Permanent License and Easement Agreement"), to enter into force after completion of the trail's design and construction, which will provide for the recordation of the west bank easement, the vacation of the east bank easement, and will specify the permanent liability and maintenance obligations of the parties with regard to the trail easement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into the operative provisions of this Agreement by reference and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Project Commitment. The City and Equity Office hereby commit to moving forward with this project, consisting of the design and construction by the City, in consultation with Equity Office, of an eight to twelve foot wide, decomposed granite, multi-use trail along the west bank of the Creek. To accomplish this purpose, the City and Equity Office agree to negotiate in good faith as to the terms of the Design and Construction Agreement and the Permanent Easement and License Agreement.

2. Design and Construction Agreement To Be Executed. The parties will execute the Design and Construction Agreement. The Design and Construction Agreement will include a non-exclusive license to allow the City and its employees, contractors, and agents to enter the subject property to survey, design and construct an eight to twelve foot wide, decomposed granite, multi-use trail along the west bank of the Creek. The Design and Construction Agreement will also provide for the

indemnification of Equity Office by the City for third-party liability arising out of design and construction of the trail, specify the parties' liability and maintenance obligations during design and construction, and specify the terms of the grant of access for construction. Any other provisions may be added as negotiated and agreed to by the parties at the time the Design and Construction Agreement is drafted. Each party agrees to negotiate in good faith and to not unreasonably withhold consent to the terms of the Design and Construction Agreement proposed by the other party.

3. Construction. Upon execution of the Design and Construction Agreement, the City will construct the trail on the subject property along the west bank of the Creek in conformance with the terms of that Agreement.

4. City to Bear Design and Construction Costs. The City will bear all costs of designing and constructing the trail. Equity Office acknowledges that the City intends to secure grant funds to pay for some or all of the costs of the trail and agrees to permit access to the subject property to grant funding agencies if required by the terms of any grants for the trail.

5. County of Los Angeles Recreation and Parks. Beginning in Spring 2015, the City has been informed that the County of Los Angeles will construct, at their own cost, an approximately 160 foot long connecting segment of the trail to provide a future linkage of the trail northerly to the Zev Yaroslavsky Las Virgenes Highlands Park. The work on this trail segment is scheduled to be completed in Winter, 2015.

6. City to Collaborate with Equity Office in Developing Trail Design. The parties agree that the City will design the trail in collaboration with Equity Office. The trail will be eight to twelve feet wide, be made of decomposed granite, and be multi-use. The trail's design plan will specify the trail location and pathway, security rails, seating, trash receptacles, signage, and natural, drought-tolerant landscaping. The City will also develop the construction plan in collaboration with Equity Office, which will specify the anticipated construction schedule and the construction work areas. The City further agrees to cooperate with Equity Office in developing the design and construction schedule for the trail.

7. Permanent Easement and License Agreement. Upon completion of the construction of the trail and upon completion of a survey of the trail, as built, by a licensed professional land surveyor, the parties will execute a Permanent Easement and License Agreement. This agreement will include a vacation by the City in favor of Equity Office of the easement the City currently holds along the east bank of the Creek, which is a part of Tract No. 43573, and the grant by Equity Office of a new easement in favor of the City for the trail, located along the west bank of the Creek and delineated

by the as-built survey of the trail. The City Attorney must approve both documents as to form prior to recordation. This agreement will also provide that Equity Office will have the responsibility for daily trash removal and weed removal. This agreement will also provide that the City will indemnify and be liable for any third-party claims arising out of the trail easement, except for claims arising solely out of any actions, excluding negligent acts or omissions, by Equity Office or its officers, employees, or agents. The agreement will also provide that the City bears the responsibility to preserve the trail's integrity as a public resource and will be responsible for repairs as needed, beyond daily trash removal and weed removal. The Permanent Easement and License Agreement will further provide that the City is responsible for any utility costs, including irrigation, for the trail. This agreement will also specify that the trail is to be gated, and the City will post signage limiting access to dawn to dusk. Any other provisions may be added as negotiated and agreed to by the parties at the time the agreement is drafted. Each party agrees to negotiate in good faith and to not unreasonably withhold consent to the terms of the agreement proposed by the other party.

8. Term. This agreement commences on the Effective Date and terminates on the date of recordation of the easement for the trail along the west bank of the Creek to be granted by Equity Office to the City, unless extended by mutual agreement of the parties. Either party may terminate this agreement at any time after thirty days' notice to the other party of its intention to terminate the agreement. In the event of termination prior to recordation of the easement for the trail along the west bank of the Creek to be granted by Equity Office to the City, the City's existing easement for a trail along the east bank of the Creek shall remain valid and may be developed by the City as provided for in that easement.

9. General Provisions.

9.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, delivered by overnight courier such as FedEx, Express Mail, DHL, etc. for next business day delivery, or sent by telecopy, and shall be deemed given upon the earlier of (i) if personally delivered, the business day of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of receipt or refusal to accept delivery as indicated on the return receipt, (iii) if given by telecopy, when received as evidenced by the confirmation report, provided it is received before 4:00 p.m. Pacific Time (if received later, the notice will be deemed received on the next business day), or (iv) if delivered by overnight courier, the next business day. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by

letter mailed or delivered in accordance with the foregoing.

To Equity Office:

Telephone:

Facsimile:

With a copy to:

Telephone:

Facsimile:

To City:

City of Calabasas

Attn: Ms. Maureen Tamuri

100 Civic Center Way

Calabasas, CA 91302

Telephone: 818-224-1600

Facsimile: 818-225-7338

With a copy to:

Scott H. Howard, Esq.

Colantuono, Highsmith & Whatley, PC

300 South Grand Avenue

Suite 2700

Los Angeles, CA 90071

Telephone: 213-542-5722

Facsimile: 213-542-5710

Notice of change of address shall be given by written notice in the manner detailed in this Section 9.1. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

9.2. Amendments. This Agreement may be amended only by a writing signed by an authorized representative of each party.

9.3. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement. The remainder of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part and, to that end, the paragraphs, subparagraphs, sentences, clauses and phrases of this Agreement are hereby declared to be severable.

9.4. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to its subject matter. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind either Party with respect to that subject matter. Each Party acknowledges for the benefit of the other that it has not executed this Agreement in reliance on any promise, representation or warranty not reflected in this Agreement.

9.5. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed among them, and that this Agreement reflects their mutual agreement. Because of the nature of the negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof based on the identity of the drafter, shall be applicable in interpreting or enforcing the Agreement.

9.6. Section Headings. Section headings in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

9.7. Governing Law; Venue. This Agreement shall be governed by California law and venue for any action under this Agreement shall lie in Los Angeles County, California.

9.8. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against which enforcement is sought.

9.9. Assistance of Counsel. Each Party warrants to the other as follows:

(1). That it had the assistance of counsel in the negotiation and execution of this Agreement; and

(2). That it actually authorized the execution of this Agreement in the manner required by law. To effectuate this Agreement, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

9.10 Assignment. Equity Office may not assign this Agreement or the rights under it to a third party without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. Upon any assignment approved in writing by City, the assignee shall have and assume all the rights and obligations of Equity Office hereunder and Equity Office shall then be relieved of or released from any of its obligations hereunder.

9.11 Counterparts. This Agreement or any amendment hereof may be executed in counterparts and all such executed counterparts shall constitute a single agreement, notwithstanding that all the parties hereto are not signatories to the same counterpart.

9.12 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the dates indicated below.

CITY OF CALABASAS

Approved as to Form:

By: _____

Name: David J. Shapiro

Its: Mayor

Date: _____

By: _____

Scott H. Howard, City Attorney

EQUITY OFFICE

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 13, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, PE. T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

SUBJECT: STORMWATER SEMI-ANNUAL UPDATE

MEETING DATE: FEBRUARY 25, 2015

SUMMARY RECOMMENDATION:

Staff recommends that the City Council receive and file the stormwater update.

BACKGROUND AND DISCUSSION:

Staff will provide an update on the status of the City's stormwater program through a PowerPoint presentation.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with this informational report.

REQUESTED ACTION:

That the City Council receive and file this informational presentation.

ATTACHMENT:

None.



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
Time: 3:53:31PM
Page 1 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<u>Boards and Commissions</u>					
90287	2/4/2015	SHUMACHER/RICK//	PC MEETINGS 7/17/14-12/4/14	400.00	Boards and Commissions
90301	2/4/2015	WEINTRAUB/ALICIA//	PC MEETINGS 7/17/14-12/4/14	400.00	Boards and Commissions
90288	2/4/2015	SIKAND/MARK//	PC MEETINGS 7/17/14-12/4/14	400.00	Boards and Commissions
90268	2/4/2015	LIA/ROBERT//	PC MEETINGS 7/17/14-12/4/14	350.00	Boards and Commissions
90270	2/4/2015	LITT/DAVID//	PC MEETINGS 7/17/14-12/4/14	350.00	Boards and Commissions
90277	2/4/2015	MUELLER/JOHN//	PC MEETINGS 7/17/14-12/4/14	350.00	Boards and Commissions
Total Amount for 6 Line Item(s) from Boards and Commissions				\$2,250.00	
<u>City Attorney</u>					
90342	2/6/2015	HOPKINS & CARLEY	LEGAL SERVICES	420.00	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				\$420.00	
<u>City Council</u>					
90318	2/6/2015	CONEJO AWARDS	STATE OF THE CITY AWARDS	580.50	City Council
90245	2/4/2015	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/24/15	100.00	City Council
90245	2/4/2015	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/24/15	100.00	City Council
90245	2/4/2015	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/24/15	100.00	City Council
90245	2/4/2015	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/24/15	100.00	City Council
90273	2/4/2015	MARTIN/LUCY//	REIMB OFFICE SUPPLIES	41.40	City Council
Total Amount for 6 Line Item(s) from City Council				\$1,021.90	
<u>City Management</u>					
90245	2/4/2015	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA- 1/24/15	200.00	City Management
Total Amount for 1 Line Item(s) from City Management				\$200.00	
<u>Civic Center O&M</u>					
90385	2/6/2015	VORTEX INDUSTRIES INC	DOOR REPAIRS - LIBRARY	1,567.66	Civic Center O&M
90300	2/4/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	953.08	Civic Center O&M
90300	2/4/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	906.38	Civic Center O&M
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	808.84	Civic Center O&M
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	746.62	Civic Center O&M





Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
Time: 3:53:31PM
Page 2 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90327	2/6/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JAN 2015	500.00	Civic Center O&M
90327	2/6/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JAN 2015	250.00	Civic Center O&M
90373	2/6/2015	SECURAL SECURITY CORP	EMERGENCY PATROL SERVICE	72.00	Civic Center O&M
90265	2/4/2015	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - ADMIN SVCS	66.53	Civic Center O&M
90257	2/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	64.93	Civic Center O&M
90257	2/4/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	64.92	Civic Center O&M
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M
Total Amount for 13 Line Item(s) from Civic Center O&M				\$6,015.96	

Community Development

90358	2/6/2015	MARVIN E. LOPATA & ASSOCIATES	LAND APPRAISAL FEES	1,250.00	Community Development
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
90386	2/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	119.80	Community Development
90320	2/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.33	Community Development
90320	2/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	28.34	Community Development
90350	2/6/2015	L.A. CO. ASSESSOR	MAPS AND POSTAGE	19.13	Community Development
Total Amount for 6 Line Item(s) from Community Development				\$1,844.18	

Community Services

90289	2/4/2015	SPORTS N MORE	RECREATION INSTRUCTOR	3,745.00	Community Services
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,266.34	Community Services
90276	2/4/2015	MOVIES BY KIDS LLC	RECREATION INSTRUCTOR	1,033.20	Community Services
90308	2/6/2015	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	400.00	Community Services
90374	2/6/2015	SHALEV/ ALINA//	RECREATION INSTRUCTOR	302.40	Community Services
90331	2/6/2015	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	270.00	Community Services
90360	2/6/2015	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	270.00	Community Services
90349	2/6/2015	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
90315	2/6/2015	BILCHIK/JONATHON//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
90364	2/6/2015	OSTER/BRITTANY//	BASKETBALL/OFFICIAL/SCORER	225.00	Community Services
90313	2/6/2015	BIEBER/MAX//	BASKETBALL/OFFICIAL/SCORER	220.00	Community Services
90379	2/6/2015	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
90377	2/6/2015	SUMILANG/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
90338	2/6/2015	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90352	2/6/2015	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
90341	2/6/2015	HOLDEN/CHRISTIAN//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
90323	2/6/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	180.00	Community Services
90249	2/4/2015	CAYNE/STACIE//	RECREATION INSTRUCTOR	176.40	Community Services
90365	2/6/2015	PORTARO/SAL//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
90371	2/6/2015	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
90378	2/6/2015	TAKSEN/HOWARD//	BASKETBALL/OFFICIAL/SCORER	135.00	Community Services
90380	2/6/2015	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
90259	2/4/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	113.01	Community Services
90354	2/6/2015	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
90346	2/6/2015	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
90236	2/4/2015	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	103.55	Community Services
90302	2/4/2015	WEISS/ANITA//	RECREATION INSTRUCTOR	100.80	Community Services
90306	2/6/2015	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
90335	2/6/2015	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
90294	2/4/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
90309	2/6/2015	ANAYA/FELIPE//	REIMB MILEAGE - DEC 14- JAN 15	83.32	Community Services
90314	2/6/2015	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	81.00	Community Services
90299	2/4/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	62.05	Community Services
90334	2/6/2015	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
90369	2/6/2015	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	50.00	Community Services
90330	2/6/2015	FILICE/LANA//	REIMB MILEAGE - JAN 15	49.06	Community Services
90293	2/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
90355	2/6/2015	LIVESCAN	FINGERPRINTING SERVICES	15.00	Community Services

Total Amount for 39 Line Item(s) from Community Services

\$14,445.94

Finance

90238	2/4/2015	ADP, INC	PAYROLL PROCESSING	2,343.81	Finance
90305	2/6/2015	ADP, INC	PAYROLL PROCESSING	1,026.91	Finance
90238	2/4/2015	ADP, INC	PAYROLL PROCESSING	886.16	Finance

Total Amount for 3 Line Item(s) from Finance

\$4,256.88

Klubhouse Preschool

90259	2/4/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	263.70	Klubhouse Preschool
90343	2/6/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	229.19	Klubhouse Preschool



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90283	2/4/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	224.28	Klubhouse Preschool
90283	2/4/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	224.28	Klubhouse Preschool
90293	2/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
90241	2/4/2015	ARROWHEAD	WATER SERVICE	2.18	Klubhouse Preschool
Total Amount for 6 Line Item(s) from Klubhouse Preschool				\$996.13	

Library

90336	2/6/2015	GALE CENGAGE LEARNING	E-BOOKS	6,247.46	Library
90319	2/6/2015	CUSTOM PLASTIC CARD COMPANY	LIBRARY CARDS	3,266.00	Library
90303	2/6/2015	3M	E-BOOKS	3,000.00	Library
90235	2/4/2015	3M	E-BOOKS	1,398.22	Library
90310	2/6/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	1,185.68	Library
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	888.36	Library
90280	2/4/2015	OCLC, INC.	MEMBERSHIP DUES- JAN 2015	643.23	Library
90316	2/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	599.15	Library
90322	2/6/2015	DEMCO, INC.	LIBRARY SUPPLIES	410.89	Library
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	399.90	Library
90386	2/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	308.16	Library
90312	2/6/2015	BAKER & TAYLOR	BOOKS-LIBRARY	307.12	Library
90292	2/4/2015	TIME WARNER CABLE	CABLE MODEM- LIBRARY	294.75	Library
90370	2/6/2015	RECORDED BOOKS, LLC	BOOKS ON CD	284.72	Library
90246	2/4/2015	CALIFA GROUP	SUBSCRIPTION DUES	262.50	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	185.43	Library
90242	2/4/2015	AT&T	TELEPHONE SERVICE	154.29	Library
90359	2/6/2015	MIDWEST TAPE	DVD'S-LIBRARY	121.70	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	117.78	Library
90260	2/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.20	Library
90250	2/4/2015	CCI SOLUTIONS	LIBRARY SUPPLIES	101.82	Library
90370	2/6/2015	RECORDED BOOKS, LLC	BOOKS ON CD	76.41	Library
90278	2/4/2015	NEVINS/JILL//	REIMB- SLS PROGRAM	71.79	Library
90386	2/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	71.61	Library
90282	2/4/2015	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
90386	2/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	56.12	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	54.81	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.20	Library
90370	2/6/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90244	2/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	43.40	Library
90244	2/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	38.80	Library
90359	2/6/2015	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
90359	2/6/2015	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
90244	2/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	26.57	Library
90260	2/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	22.22	Library
90260	2/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.03	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.40	Library
90244	2/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	19.72	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.62	Library
90260	2/4/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.68	Library
90345	2/6/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	11.68	Library
90244	2/4/2015	BAKER & TAYLOR	BOOKS-LIBRARY	10.50	Library
Total Amount for 42 Line Item(s) from Library				\$21,061.84	

LMD #22

90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
90382	2/6/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,675.00	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,707.50	LMD #22
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,365.15	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,256.00	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,146.55	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,025.00	LMD #22
90382	2/6/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,935.00	LMD #22
90243	2/4/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,725.36	LMD #22
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,615.22	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,467.31	LMD #22



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
 Time: 3:53:31PM
 Page 6 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,369.36	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,100.00	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,053.06	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	972.29	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	940.88	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	648.13	LMD #22
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	595.00	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	545.89	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	440.00	LMD #22
90382	2/6/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	351.23	LMD #22
90382	2/6/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	332.82	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	296.93	LMD #22
90382	2/6/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	282.82	LMD #22
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	146.96	LMD #22
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	121.52	LMD #22
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	71.79	LMD #22
Total Amount for 41 Line Item(s) from LMD #22				\$102,109.74	
<u>LMD #24</u>					
90383	2/6/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,241.00	LMD #24
90362	2/6/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,575.00	LMD #24
90362	2/6/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	945.00	LMD #24
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	8.68	LMD #24
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	5.13	LMD #24
Total Amount for 5 Line Item(s) from LMD #24				\$4,774.81	
<u>LMD #27</u>					
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	114.69	LMD #27
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	2.17	LMD #27
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	1.28	LMD #27



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
 Time: 3:53:31PM
 Page 7 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 3 Line Item(s) from LMD #27				\$118.14	
LMD #32					
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.51	LMD #32
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	2.17	LMD #32
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	1.28	LMD #32
Total Amount for 3 Line Item(s) from LMD #32				\$29.96	
LMD 22 - Common Benefit Area					
90357	2/6/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,252.74	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,178.75	LMD 22 - Common Benefit Area
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,853.17	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,721.25	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,618.35	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,860.00	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,626.25	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,397.51	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,199.03	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,056.40	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	781.00	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	606.45	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	477.91	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	401.84	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	384.75	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	172.28	LMD 22 - Common Benefit Area
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	167.34	LMD 22 - Common Benefit Area
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	149.30	LMD 22 - Common Benefit Area
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	82.46	LMD 22 - Common Benefit Area



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
Time: 3:53:31PM
Page 8 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	48.71	LMD 22 - Common Benefit Area
Total Amount for 27 Line Item(s) from LMD 22 - Common Benefit Area				\$74,550.13	
<u>Media Operations</u>					
90279	2/4/2015	NICKERSON/LAURA//	CTV HOST SERVICES	1,500.00	Media Operations
90291	2/4/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,353.58	Media Operations
90291	2/4/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,074.90	Media Operations
90258	2/4/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
90261	2/4/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
90274	2/4/2015	MEGAPATH CORPORATION	DSL SERVICE	443.81	Media Operations
Total Amount for 6 Line Item(s) from Media Operations				\$5,606.82	
<u>Non-Departmental</u>					
90316	2/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MNF07759	1,268.30	Non-Departmental
90316	2/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB/MEQ	957.38	Non-Departmental
90248	2/4/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
90316	2/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	319.46	Non-Departmental
90241	2/4/2015	ARROWHEAD	WATER SERVICE	308.68	Non-Departmental
90386	2/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	119.32	Non-Departmental
90329	2/6/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	99.20	Non-Departmental
90253	2/4/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	12.26	Non-Departmental
Total Amount for 8 Line Item(s) from Non-Departmental				\$3,602.79	
<u>Payroll</u>					
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	9,747.88	Payroll
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	4,593.86	Payroll
90281	2/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- FEB 15	72.00	Payroll
Total Amount for 3 Line Item(s) from Payroll				\$14,413.74	
<u>Police / Fire / Safety</u>					
90264	2/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	27,067.02	Police / Fire / Safety
90264	2/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	1,997.49	Police / Fire / Safety



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90264	2/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,990.41	Police / Fire / Safety
90264	2/4/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	535.88	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$31,590.80	

Public Works

90367	2/6/2015	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	23,116.09	Public Works
90372	2/6/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	22,094.46	Public Works
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
90372	2/6/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	9,303.95	Public Works
90372	2/6/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	9,203.95	Public Works
90362	2/6/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,535.00	Public Works
90284	2/4/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	4,446.24	Public Works
90247	2/4/2015	CALIFORNIA CIVIL ENGINEERING	CURB PLACARD INSTALLATION	2,593.80	Public Works
90295	2/4/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
90251	2/4/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,042.29	Public Works
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,641.87	Public Works
90296	2/4/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
90285	2/4/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	1,120.00	Public Works
90363	2/6/2015	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	940.66	Public Works
90247	2/4/2015	CALIFORNIA CIVIL ENGINEERING	STORM DAMAGE CLEAN-UP	874.39	Public Works
90361	2/6/2015	MSW CONSULTANTS, INC	CONSULTING SERVICES	660.00	Public Works
90368	2/6/2015	RAINBOW SIGNS INC	BANNERS/SIGNS	572.25	Public Works
90351	2/6/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	564.82	Public Works
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	530.00	Public Works
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	520.00	Public Works
90372	2/6/2015	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	500.00	Public Works
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	349.61	Public Works
90240	2/4/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	287.01	Public Works
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	228.63	Public Works
90321	2/6/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	216.00	Public Works
90321	2/6/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	216.00	Public Works
90384	2/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	202.00	Public Works
90321	2/6/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	156.00	Public Works



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
Time: 3:53:31PM
Page 10 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90362	2/6/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	120.00	Public Works
90321	2/6/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	96.00	Public Works
90381	2/6/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	73.50	Public Works
Total Amount for 34 Line Item(s) from Public Works				\$110,544.34	

Recoverable / Refund / Liability

90340	2/6/2015	HENRY/CEDRIC//	EMPLOYEE COMPUTER LOAN	3,000.00	Recoverable / Refund / Liability
90281	2/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	2,500.00	Recoverable / Refund / Liability
90263	2/4/2015	KLEIN/MICHAEL//	EMPLOYEE COMPUTER LOAN	1,300.00	Recoverable / Refund / Liability
90269	2/4/2015	LIEBMAN/TONI//	EMPLOYEE COMPUTER LOAN	704.01	Recoverable / Refund / Liability
90281	2/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	681.18	Recoverable / Refund / Liability
90339	2/6/2015	HENDERSON/ANGIE//	EMPLOYEE COMPUTER LOAN	377.31	Recoverable / Refund / Liability
90252	2/4/2015	ECMC	WAGE GARNISHMENT- 1/23/15	299.23	Recoverable / Refund / Liability
90325	2/6/2015	ECMC	WAGE GARNISHMENT- 2/6/15	299.23	Recoverable / Refund / Liability
90281	2/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	192.25	Recoverable / Refund / Liability
90348	2/6/2015	KLEIN/MICHAEL//	REIMBURSE ICMA CONTRIBUTIONS	184.85	Recoverable / Refund / Liability
90256	2/4/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/23/15	184.62	Recoverable / Refund / Liability
90332	2/6/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/6/15	184.62	Recoverable / Refund / Liability
90255	2/4/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/23/15	178.46	Recoverable / Refund / Liability
90333	2/6/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/6/15	178.46	Recoverable / Refund / Liability
90328	2/6/2015	EVANS/SHERYL//	RECREATION REFUND	140.00	Recoverable / Refund / Liability
90281	2/4/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	89.73	Recoverable / Refund / Liability
90324	2/6/2015	DOODKEVITCH/TALY//	RECREATION REFUND	83.12	Recoverable / Refund / Liability
90275	2/4/2015	MONTERO/ANNE-KATE//	RECREATION REFUND	80.00	Recoverable / Refund / Liability
90326	2/6/2015	EDELMAN/ANN//	RECREATION REFUND	70.00	Recoverable / Refund / Liability
90290	2/4/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 1/23/15	46.15	Recoverable / Refund / Liability
90376	2/6/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 2/6/15	46.15	Recoverable / Refund / Liability
90337	2/6/2015	GOLD/MAUREEN//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
90286	2/4/2015	SCHULMAN/JOAN//	RECREATION REFUND	11.25	Recoverable / Refund / Liability
Total Amount for 23 Line Item(s) from Recoverable / Refund / Liability				\$10,865.62	

Tennis & Swim Center

90266	2/4/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,982.55	Tennis & Swim Center
90317	2/6/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	770.52	Tennis & Swim Center
90387	2/6/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	567.32	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 2/4/2015 to 2/6/2015

Date: 2/10/2015
 Time: 3:53:31PM
 Page 11 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
90272	2/4/2015	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	506.78	Tennis & Swim Center
90292	2/4/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	421.78	Tennis & Swim Center
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	276.80	Tennis & Swim Center
90317	2/6/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	248.52	Tennis & Swim Center
90293	2/4/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
90311	2/6/2015	ATMOSPHERE EVENTS & CATERING	ICE DELIVERY	218.38	Tennis & Swim Center
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	195.32	Tennis & Swim Center
90237	2/4/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	162.00	Tennis & Swim Center
90366	2/6/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 15	140.96	Tennis & Swim Center
90353	2/6/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 15	79.48	Tennis & Swim Center
90317	2/6/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	66.48	Tennis & Swim Center
90239	2/4/2015	AIRGAS- WEST	TC HELIUM	27.61	Tennis & Swim Center
90239	2/4/2015	AIRGAS- WEST	TC HELIUM	24.20	Tennis & Swim Center
90347	2/6/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - JAN 15	15.29	Tennis & Swim Center
Total Amount for 17 Line Item(s) from Tennis & Swim Center				\$6,933.99	
Transportation					
90344	2/6/2015	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	109,796.54	Transportation
90262	2/4/2015	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	10,250.00	Transportation
90304	2/6/2015	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE JAN 2015	6,265.50	Transportation
90307	2/6/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,823.30	Transportation
90356	2/6/2015	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2015 (2/2)	3,420.72	Transportation
90271	2/4/2015	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2015 (1/2)	2,999.73	Transportation
90267	2/4/2015	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
90298	2/4/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	658.08	Transportation
90254	2/4/2015	FEINSTEIN/ MARISSA//	REIMBURSE- NB WATCH SIGNS	507.08	Transportation
90375	2/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	289.04	Transportation
90240	2/4/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	224.30	Transportation
Total Amount for 11 Line Item(s) from Transportation				\$140,434.29	
GRAND TOTAL for 308 Line Items				\$558,088.00	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

11-Mar

CC	Consent	Approval of appointment of Martha Duley (Calabasas Historical Society) to the Historic Preservation Commission.
PW	New Business	Construction award for Lost Hills Road overpass project
PW	New Business	Discussion regarding waste hauling RFP options
CD	New Business	Introduction of Ordinance No. 2015-321, amending the Calabasas Municipal Code, Chapter 2.40 Architectural Review Panel.
CS	New Business	Recommendation from the Art in Public Places Sub-Committee to approve the public art component at the Village at Calabasas
MO	Public Hearing	Ordinance update for wireless facility regulation, Section 6409(a) exemptions
CD	Public Hearing	Potential appeal for 3121 Old Topanga

Future Items

CD	New Business	Plaque recommendations by the HPC
CC	New Business	Taskforce recommendation regarding Senior Advisory Board
PW	New Business	Phase III Parkway Calabasas landscaping
CD	New Business	Business signage
CD	New Business	Car zoning
CD	New Business	Craftman's Corner pre-zoning
CD	New Business	Solar energy ordinance
PS	New Business	Eathquake presentation from Lucy Jones
CC	Consent	Election Resolutions/Consolidation with School District
CD	New Business	Business registration program
CC	New Business	Commissioner interviews for appointments expiring in November 2015
CC	New Business	Effectiveness of Commissions

2015 CITY COUNCIL MEETING DATES

25-Mar - Council Reorg.	26-Aug
8-Apr	9-Sep
22-Apr	23-Sep - Canceled - Yom Kippur
13-May - Canceled - CCCA Annual Conference	14-Oct
27-May	28-Oct
10-Jun	3-Nov - Municipal Election
24-Jun	11-Nov - Canceled - Veterans' Day
8-Jul - Canceled	18-Nov - Special Meeting Election Certification - Council Reorg.
22-Jul - Canceled	25-Nov - Canceled - Thanksgiving Eve
12-Aug	9-Dec
	23-Dec - Canceled