



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, JANUARY 10, 2018
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

CLOSED SESSION – CONFERENCE ROOM – 6:00 P.M.

1. Public Employee Performance Evaluation Gov. Code §54957
Title: City Manager
2. Conference with Legal Counsel- Existing Litigation-One Case: Gov't. Code Section 54956.9(d)(1)
Calabasas vs. Hamai, et al; L.A. Superior Court Case No. BS 157268

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

ORAL COMMUNICATION – PUBLIC COMMENT – 7:15 P.M.

CONSENT ITEMS – 7:25 P.M.

1. Approval of meeting minutes from December 13, 2017
2. Adoption of Resolution No. 2018-1573, approving documents related to the refinancing of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 and the issuance and sale of the not-to-exceed \$4,100,000 Special Tax Refunding Bonds, Series 2018
3. Adoption of Resolution No. 2018-1575, amending fiscal year 2017-18 Budget for the Capital Improvement Program to incorporate a list of projects funded by Senate Bill 1: The Road Repair and Accountability Act
4. Sheriff's Crime Report for November 2017
5. Recommendation to award a five-year professional services agreement to Venco Western Inc. for landscape maintenance of public works street medians, certain sidewalks, parkways, and freeway interchanges in the City of Calabasas in an amount not to exceed \$1,140,051
6. Recommendation to award a five-year professional services agreement to Azteca Landscape for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within Landscape Maintenance Districts 24, 27 and 32 in the City of Calabasas in an amount not to exceed \$750,000

PUBLIC HEARING – 7:30 P.M.

7. Introduction of Ordinance No. 2018-358, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to loud, unnecessary, and unusual noise, and adopting a new Chapter 9.36 relating to unruly gatherings

The proposed CEQA decision is an exemption finding: The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that the adoption of this ordinance amending the City's noise ordinance, and adopting a new chapter of the Calabasas Municipal Code prohibiting loud and unruly gatherings will have a significant effect on the environment. Accordingly, under the provisions of § 15061(b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

NEW BUSINESS – 8:15 P.M.

8. [Update on the Calabasas Klubhouse Preschool Program](#)
9. [Introduction of Ordinance No. 2018-359, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmember salaries](#)

INFORMATIONAL REPORTS – 8:40 P.M.

10. [Check Register for the period of November 29-December 22, 2017](#)

TASK FORCE REPORTS – 8:45 P.M.

CITY MANAGER’S REPORT – 8:50 P.M.

FUTURE AGENDA ITEMS – 8:55 P.M.

ADJOURN – 9:00 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, January 24, 2018, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, DECEMBER 13, 2017**

Mayor Gaines called the meeting to order at 7:33 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Present: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian and Weintraub
Absent: Councilmember Maurer
Staff: Coroalles, Hernandez, Howard, Lysik, Tamuri and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Den 8 Webelos II

APPROVAL OF AGENDA

Mayor pro Tem Shapiro moved, seconded by Councilmember Weintraub to approve the agenda. MOTION CARRIED 4/0 as follows:

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

ABSENT: Councilmember Maurer

PRESENTATIONS

➤ By Jon Shull, California JPIA regarding the Liability Trust Fund

Mr. Shull presented the report.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Bozajian:

- Wished everyone Happy Holidays.

Mayor pro Tem Shapiro:

- Echoed the sentiments of Councilmember Bozajian wishing everyone Happy Holidays.

- Reminded everyone to drive with extra caution as students are off from school for the holidays.

Mayor Gaines:

- Echoed the sentiments of his fellow Councilmembers wishing everyone Happy Holidays.
- Extended an invitation to the Calabasas Chamber breakfast on December 14.
- Congratulated Eagle Scouts Joshua Shane for being awarded the Court of Honor and extended appreciation to him and his family for his service to the community.
- Extended an invitation to Lovi's Deli celebration of their 3rd anniversary on December 18 with proceeds going to the Holocaust Museum for the day.
- Encouraged everyone to shop and dine Calabasas during the Holiday Season.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Jorge Padilla Jr. and Dr. Pary spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from November 8 and 29, 2017
2. Approval of appointments of Ellen Pangarliotas (Gaines) and) Mark Shear (Shapiro) to the Library Commission
3. Adoption of Ordinance No. 2017-354 to add an additional Chapter to Title 9 of the Calabasas Municipal Code related to regulations on the operation of unmanned aircraft systems, commonly known as drones, to mitigate risks to persons and property and to protect the public from the hazards associated with their operation
4. Recommendation to approve a professional services agreement for continuing project management and construction management services for the Lost Hills Road Interchange Project with Parsons Corporation for an amount not to exceed \$600,000
5. Recommendation to award a one year professional services agreement to Azteca Landscape for landscape maintenance of the common areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \$250,000
6. Recommendation to award a five year professional services agreement to Venco Western, Inc. for landscape maintenance of City parks within the City of Calabasas in an amount not to exceed \$1,307,400

7. Adoption of Resolution No. 2017-1571, rescinding Resolution No. 2017-1538, reestablishing the amount and procedure for health benefit reimbursement for management retirees
8. Adoption of Resolution No. 2017-1572, reauthorizing the Public, Educational, and Government (PEG) fee on State cable franchisees operating within the City

Councilmember Bozajian announced he would be recusing from participating on Consent Item No. 7.

Mayor Gaines made two typographical corrections on Resolution No. 2017-1572 under Consent Item No. 8.

In regard to Consent Item No. 6, Councilmember Bozajian requested maps of the City be corrected accordingly.

In response to Mayor pro Tem Shapiro's question regarding Consent Item No. 4, Mr. Yalda confirmed that the Lost Hills Interchange Project will be funded with Measure R.

In response to Councilmember Weintraub's question regarding Consent Item No. 6, Mr. Yalda confirmed that A.C. Stelle Middle School's landscape maintenance is part of the City's Joint Use Agreement.

Consent Item Nos. 1-6 and were approved 4/0 as follows:

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

ABSENT: Councilmember Maurer

Consent Item No. 7 and was approved 3/0 as follows:

AYES: Mayor Gaines, Mayor pro Tem Shapiro and Councilmember Weintraub

RECUSED: Councilmember Bozajian

ABSENT: Councilmember Maurer

Mayor Gaines and Mayor pro Tem Shapiro welcomed Ellen Pangarliotas and Mark Shear to the Library Commission, respectively.

Mrs. Pangarliotas and Mr. Shear thanked the Council for their reappointment.

NEW BUSINESS

9. Rotary Club of Calabasas – Neighbors in Need Program

Dr. Lysik presented the report.

After discussion, Mayor Gaines and Councilmember Weintraub were appointed as taskforce members to address fund allocations.

The meeting recessed at 9:12 p.m.

The meeting reconvened at 9:23 p.m.

10. Overview of the City’s comprehensive second-hand smoke control ordinance

Ms. Tamuri presented the report.

After discussion, direction was provided to staff.

INFORMATIONAL REPORTS

11. Check Register for the period of November 1-21, 2017

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Bozajian reported that the Agoura Hills/Calabasas Community Center recently celebrated their 18th anniversary.

CITY MANAGER’S REPORT

Mr. Coroaalles reported that the City filed a lawsuit on the party house on November 17 to abate the public nuisance. Further, Mr. Coroaalles reported on upcoming Municipal Code amendments to include an ordinance regarding loud and unruly gathering, as well as revisions to film permit and Land Use and Development Codes.

FUTURE AGENDA ITEMS

Councilmember Bozajian requested a comprehensive update on annexations. Further, he requested for public attendance and filming of Ethics and other training provided to elected and appointed City officials.

Mayor Gaines requested a discussion on resolving the sphere of influence for annexation issues.

ADJOURN

The City Council adjourned at 9:28 p.m. to their next regular meeting scheduled on Wednesday, January 10, 2018, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 10, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER

SUBJECT: ADOPTION OF RESOLUTION 2018-1573 APPROVING DOCUMENTS RELATED TO THE REFINANCING OF THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1 SPECIAL TAX REFUNDING BONDS, SERIES 1999 AND THE ISSUANCE AND SALE OF THE NOT-TO-EXCEED \$4,100,000 SPECIAL TAX REFUNDING BONDS, SERIES 2018

MEETING

DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

Staff recommends that City Council, acting for City of Calabasas Community Facilities District No. 98-1 (the "CFD"):

1. Authorize the refunding of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 and the issuance and sale of not-to-exceed \$4,100,000 principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018;
2. Approve the execution of the Indenture, Refunding Escrow Agreement, and Placement Agent Agreement; and
3. Authorize the taking of certain actions in connection with the issuance and sale of such Special Tax Refunding Bonds.

BACKGROUND:

In 1992, prior to the incorporation of the City, the County of Los Angeles (the "County") formed a community facilities district and issued its special tax bonds to fund certain roadway and other improvements for the Parkway Calabasas Interchange. In 1999, the \$15,365,000 in Series 1992A County special tax bonds were refunded by special tax refunding bonds issued by the CFD, then newly formed by the City, with the issuance of \$12,515,000 in Series 1999 Special Tax Refunding Bonds (the "Series 1999 Bonds"). This proposed refunding is for the issuance of not-to-exceed \$4,100,000 principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018 (the "Series 2018 Bonds") to refund the Series 1999 Bonds.

There are four (4) parcels remaining in the CFD subject to special tax, all of which are developed. The APN's and land values from the 2017/18 Tax Roll are shown below.

APN	LANDVAL	IMPROVEVALUE	OTHEVALUE	EXEMPAMT	TOTAL
2068-003-032	4,760,533	24,449,356	-	-	29,209,889
2068-003-033	4,607,816	25,673,938	-	-	30,281,754
2068-003-034	1,610,491	-	-	-	1,610,491
2068-030-016	4,947,070	10,183,194	-	-	15,130,264
					76,232,398

Three of the parcels are currently owned by Kilroy Development and are being operated as commercial office space, and one parcel is owned by Homestead Development and is the site location for the Hilton Garden Inn.

DISCUSSION / ANALYSIS:

The interest rate on the outstanding Series 1999 Bonds is 5.74%. At the time of refunding, the interest rate on the Series 2018 Bonds will be reduced to 2.80% to yield a reduction in remaining bond debt service of approximately \$944,148 million. The interest payment dates will remain the same and there is no extension of outstanding Series 1999 Bond maturities. The net present value savings, after accounting for all costs and contributions, are projected to be \$480,083 million or 11.87% of the outstanding Series 1999 Bonds.

As a result of the proposed refunding, the property owners will enjoy a savings on average of \$94,148 per year beginning on the 2018/19 Tax Roll through the remaining term on the bonds which matures on 9/1/2028.

Special tax bonds are generally sold by public sale through a negotiation to an underwriter or by competitive sale. The Series 1999 Bonds were sold by negotiated sale. Under the current market conditions and given the short remaining (11 year) term on the Series 1999 Bonds, it is proposed to sell the Series 2018 Bonds as a bank private placement. This approach reduces the costs of issuing the Series 2018 Bonds, significantly reduces City staff time, and increases savings over a traditional bond sale given the remaining 11 year term. This structure is also advantageous to the City since no public securities will be issued. No Official Statement or similar disclosure document is required. Given that there are only two remaining property owners, the bond reserve fund will be maintained at its maximum allowable amount to protect bondholders in the event of delinquency.

Interest rate proposals for purchase were solicited from banks. After discussion and review of the bank proposals, it was determined by the City's Chief Financial Officer, in consultation with the City's financial advisor C.M. de Crinis & Co., Inc. and placement agent Hilltop Securities, to place the bonds with City National Bank. City National Bank offered the lowest rate at 2.80%. Rates from the seven other Bank proposals received ranged from 2.80% to 3.67%. The City did attempt to negotiate a sale at a rate of 2.39% with Opus Bank but Opus Bank withdrew due to internal bank regulatory issues. The City National Bank bid was the next best bid.

The bonds will be issued as bank qualified bonds under the applicable sections of the Internal Revenue Code. The City is representing that at this time it does not anticipate to issue more than \$10 million bond during calendar 2018.

The net proceeds from the sale of the Series 2018 Bonds will be deposited into an escrow fund under the Refunding Escrow Agreement, invested in Government Securities, and used to redeem the Series 1999 Bonds on March 1, 2018, the first available redemption date. Upon payment in full of the Series 1999 Bonds, the escrow bank will transfer any moneys or securities remaining in the refunding escrow, if any, to the CFD.

Once approved by the City Council, City Staff will take the remaining actions required to finalize the Series 2018 Bond documents and close the transaction. Closing is expected to occur on January 16, 2018. On such date, the Series 1999 Bonds will be refunded and defeased, to be redeemed on March 1, 2018. Between January 16, 2017 and February 28, 2018, the Series 1999 Bonds will be secured only by the deposit to the escrow fund under the Refunding Escrow Agreement.

It is appropriate at this meeting to consider for adoption the resolution of the City Council, acting for the CFD, authorizing the issuance and sale of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018.

Description of Documents:

Indenture: Key legal document between the CFD and the bond trustee for the 2018 Bonds that lays out the legal structure and terms of the financing. It specifies payment dates, maturity dates of the bonds, revenues and accounts specifically pledged to the repayment of the bonds, flow of funds, additional debt requirements, default and remedy provisions, defeasance provisions in the event the bonds are prepaid, and covenants of the CFD (including foreclosure covenants). This document is drafted by Bond Counsel.

Refunding Escrow Agreement: Document between the CFD and the bond trustee for the Series 1999 Bonds governing the defeasance of the Series 1999 Bonds detailing how funds will be invested and held to pay off the outstanding Series 1999 Bonds. This document is drafted by Bond Counsel.

Placement Agreement: Document between the CFD and Hilltop Securities Inc. ("Hilltop Securities") governing Hilltop Securities efforts to place the Series 2018 Bonds with the purchasing bank. This document is drafted and presented by Hilltop Securities.

FINANCIAL IMPACT / SOURCE OF FUNDING:

Since the Series 2018 Bonds are not a debt of the City of Calabasas, there will not be any fiscal impact to the City. However, the City will recoup the costs associated with the issuance of the refunding bonds - approximately \$25,000 - and deposit those funds into the General Fund.

The public disclosures required under SB 450, effective January 1, 2018, are incorporated herein. Specifically:

The true interest cost of the bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds is currently estimated to be 2.80%.

The finance charge of the bonds, which means the sum of all fees and charges paid to third parties is estimated to be \$115,000.

The amount of proceeds received by the public body for sale of the bonds less the finance charge of the bonds described and any reserves or capitalized interest paid or funded with proceeds of the bonds is estimated to be \$3,009,585.

The total payment amount, which means the sum total of all payments the borrower will make to pay debt service on the bonds plus any finance charge of the

bonds not paid with the proceeds of the bonds. The total payment amount calculated to the final maturity of the bonds is estimated to be \$4,018,221.

REQUESTED ACTION:

Staff recommends that City Council, acting for the CFD, approve the refunding of the Series 1999 Bonds and the issuance and sale of not-to-exceed \$4,100,000 principal amount of the Series 2018 Bonds, the result of which would lower the annual tax bill for property owners within the CFD. The reduced tax obligation would be reflected on the land owner's next property tax bill beginning in December 2018, and the final maturity date for the bonds would remain unchanged at September 1, 2028.

ATTACHMENTS:

1. Resolution No. 2018-1573
2. Indenture
3. Refunding Escrow Agreement
4. Placement Agreement

RESOLUTION NO. 2018-1573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ACTING FOR ITS COMMUNITY FACILITIES DISTRICT NO. 98-1, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,100,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1 SPECIAL TAX REFUNDING BONDS, SERIES 2018, APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE, A PLACEMENT AGENT AGREEMENT, AND A REFUNDING ESCROW AGREEMENT AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "City Council") of the City of Calabasas (the "City") conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") to form the City of Calabasas Community Facilities District No. 98-1 (the "District"), to authorize the levy of a special tax (the "Special Tax") within the District and to authorize bonds secured by the Special Tax;

WHEREAS, the City Council, by and through the District, issued its Special Tax Refunding Bonds, Series 1999, on or about February 18, 1999 in the original principal amount of \$12,515,000, of which \$4,075,000 aggregate principal amount remains outstanding (the "Prior Bonds"), the proceeds of which were used to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles Improvement Area A Special Tax Bonds Series 1992A;

WHEREAS, in order to refinance the Prior Bonds, the City Council desires to authorize the issuance, by and through the District, of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018 (the "Bonds"), in an aggregate principal amount of not to exceed \$4,100,000;

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the District proposes to enter into an Indenture with U.S. Bank National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture");

WHEREAS, Hilltop Securities Inc. (“Hilltop Securities”), has presented the District with a proposal, in the form of a Placement Agent Agreement, to privately place the Bonds on behalf of the District (such Placement Agent Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Placement Agent Agreement”);

WHEREAS, there has been presented to this meeting a report, prepared by NBS, that sets forth the assessed values of the property within the District and the value-to-lien information with respect thereto (the “Value-to-Lien Report”);

WHEREAS, in order to provide for the defeasance and redemption of the Prior Bonds, the District proposes to enter into a Refunding Escrow Agreement with the Trustee as Escrow Agent (such Refunding Escrow Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Refunding Escrow Agreement”);

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Indenture;
- (b) the Placement Agent Agreement; and
- (c) the Refunding Escrow Agreement; and

WHEREAS, the District desires to proceed to issue and sell the Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Bonds;

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) (“SB 450”) requires that the City Council obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with SB 450, the City Council has obtained from Public Resources Advisory Group, as the District’s municipal advisor (the

"Municipal Advisor") and Hilltop Securities, the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Calabasas, acting for the City's Community Facilities District No. 98-1, as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. Subject to the provisions of Section 3 hereof, the issuance of the Bonds, in an aggregate principal amount of not to exceed \$4,100,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

Section 3. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Mayor of the City, and such other members of the City Council as the Mayor may designate, the Mayor Pro Tem of the City, the City Manager, the Chief Financial Officer of the City, and the City Clerk (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Bonds in excess of \$4,100,000, shall not result in a final maturity date of the Bonds later than September 1, 2028, and shall not result in a true interest cost for the Bonds in excess of 3.00%. The Authorized Officers are, and each of them is, hereby authorized to determine to issue the Bonds as bank qualified bonds under Section 265(b) of the Internal Revenue Code. The Authorized Officers are, and each of them is, hereby authorized to determine the application of amounts on deposit in or to the credit of the Reserve Fund and the Special Fund for the Prior Bonds including to the redemption price of the Prior Bonds and any refund to owner(s) of real property in the District, such refunded amount not to exceed \$540,000.

Section 4. The refunding of the Prior Bonds is hereby approved. Such refunding shall be accomplished by redeeming the Prior Bonds on March 1, 2018 by paying the redemption price therefor. In accordance with Section 53363.8 of the Act, the City Council hereby designates the following costs and expenses as the "designated costs of issuing the refunding bonds:"

- 1) all expenses incident to the calling, retiring, or paying of the Prior Bonds and incident to the issuance of the Bonds, including the charges of any agent in connection with the issuance of the Bonds or in connection with the redemption or retirement of the Prior Bonds;
- 2) the interest upon the Prior Bonds from the date of sale of the Bonds to the date upon which the Prior Bonds will be paid pursuant to call; and
- 3) any premium necessary in the calling or retiring of the Prior Bonds.

Section 5. The Refunding Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Refunding Escrow Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Refunding Escrow Agreement by such Authorized Officer.

Section 6. The Placement Agent Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Placement Agent Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Placement Agent Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in a placement agent's fee in excess of \$20,000. The City Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Placement Agent Agreement will result in a lower overall cost.

Section 7. The assessed values of the property within the District and the value-to-lien information with respect thereto are set forth in the Value-to-Lien Report and, based thereon, the City Council, for purposes of Section 53345.8 of the Act, hereby finds and determines that the value of the real property that would be subject to the Special Tax to pay debt service on the Bonds will be at least three times the principal amount of the Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the District or a special assessment levied on property within the District.

Section 8. Notwithstanding the refunding of the Prior Bonds, it is the City's intention that any proceeds realized through foreclosure actions commenced with respect to delinquent special taxes previously levied to pay the principal of and

interest on the Prior Bonds, shall, to the maximum extent possible, be transferred to the Trustee and applied to the payment of debt service on the Bonds and to the appropriate reduction of Special Taxes, as defined in the Indenture.

Section 9. In accordance with SB 450, good faith estimates of the following have been obtained from the Municipal Advisor and the Placement Agent and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds.

Section 10. The Authorized Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the issuance of the Bonds and the transactions contemplated by this Resolution.

Section 11. All actions heretofore taken by the Authorized Officers and by the officers and staff of any member of the City with respect to the District, the Prior Bonds, the Special Tax and the issuance and sale of the Bonds, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 12. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Calabasas, acting for its Community Facilities District No. 98-1, on January 10, 2018.

Fred Gaines, Mayor
City of Calabasas

ATTEST:

Maricela Hernandez, MMC
City Clerk of the City of Calabasas

APPROVED AS TO FORM:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC

EXHIBIT A GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by C.M. de Crinis & Co., Inc., the District's municipal advisor (the "Municipal Advisor") and Hilltop Securities Inc., the District's placement agent (the "Placement Agent"), each with respect to the Bonds.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$4,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor and Placement Agent have informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.8%.

Finance Charge of the Bonds. The Municipal Advisor and Placement Agent have informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$152,000.

Amount of Proceeds to be Received. The Municipal Advisor and Placement Agent have informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$4,014,228.

Total Payment Amount. The Municipal Advisor and Placement Agent have informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt

service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$4,668,701.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

INDENTURE

by and between

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 98-1**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Dated as of January 1, 2018

**Relating to
City of Calabasas
Community Facilities District No. 98-1
Special Tax Refunding Bonds
Series 2018**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS; EQUAL SECURITY	2
Section 1.01 Definitions	2
Section 1.02 Equal Security	9
ARTICLE II THE BONDS	9
Section 2.01 Authorization of Bonds	9
Section 2.02 Terms of Bonds	10
Section 2.03 Limitation on Transfer of Bonds	11
Section 2.04 Transfer and Exchange of Bonds	11
Section 2.05 Registration Books	11
Section 2.06 Execution of Bonds	11
Section 2.07 Authentication of Bonds.....	12
Section 2.08 [Reserved]	12
Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen	12
Section 2.10 Registration of Bonds.....	12
ARTICLE III ISSUANCE OF BONDS; APPLICATION OF PROCEEDS.....	13
Section 3.01 Issuance of Bonds.....	13
Section 3.02 Application of Proceeds of the Bonds; Transfers from Prior Bonds Indenture.....	13
Section 3.03 Costs of Issuance Fund.....	13
ARTICLE IV REDEMPTION OF BONDS	13
Section 4.01 Redemption of Bonds.....	13
Section 4.02 Notice of Redemption	14
Section 4.03 Selection of Bonds for Redemption	15
Section 4.04 Partial Redemption of Bonds	15
Section 4.05 Effect of Notice of Redemption	15
ARTICLE V SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS	15
Section 5.01 Pledge	15
Section 5.02 Special Tax Fund.....	16
Section 5.03 Bond Fund	16
Section 5.04 Redemption Fund	16
Section 5.05 Reserve Fund.....	16
Section 5.06 Rebate Fund.....	17
Section 5.07 Administrative Expense Fund	17
Section 5.08 Investment of Moneys	18
Section 5.09 State Reporting.....	18
ARTICLE VI COVENANTS	19
Section 6.01 Collection of Special Tax Revenues	19
Section 6.02 Foreclosure	19
Section 6.03 Punctual Payment	19

TABLE OF CONTENTS

(continued)

	Page
Section 6.04	Extension of Payment of Bonds 19
Section 6.05	Against Encumbrances 20
Section 6.06	Power to Issue Bonds and Make Pledge..... 20
Section 6.07	Accounting Records and Financial Statements 20
Section 6.08	Compliance with Law 20
Section 6.09	Tax Covenants 20
Section 6.10	Provision of Certain Financial and Operating Information; No Continuing Disclosure Obligation..... 21
Section 6.11	Annual Reports to the California Debt and Investment Advisory Commission 21
Section 6.12	State Reporting..... 22
Section 6.13	Further Assurances 22
ARTICLE VII EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS 22	
Section 7.01	Events of Default..... 22
Section 7.02	Foreclosure 22
Section 7.03	Other Remedies 23
Section 7.04	Application of Net Special Tax Revenues After Default 23
Section 7.05	Trustee to Represent Bond Owners 23
Section 7.06	Bond Owners Direction of Proceedings 24
Section 7.07	Limitation on Bond Owners' Right to Sue..... 24
Section 7.08	Absolute Obligation 24
Section 7.09	Termination of Proceedings 25
Section 7.10	Remedies Not Exclusive 25
Section 7.11	No Waiver of Default 25
ARTICLE VIII TRUSTEE 25	
Section 8.01	Duties and Liabilities of Trustee 25
Section 8.02	Merger or Consolidation 26
Section 8.03	Liability of Trustee 27
Section 8.04	Right to Rely on Documents 28
Section 8.05	Preservation and Inspection of Documents 28
Section 8.06	Compensation and Indemnification..... 28
ARTICLE IX MODIFICATION OR AMENDMENT 28	
Section 9.01	Amendments Permitted 28
Section 9.02	Effect of Supplemental Indenture..... 29
Section 9.03	Endorsement of Bonds; Preparation of New Bonds 29
Section 9.04	Amendment of Particular Bonds 30
ARTICLE X DEFEASANCE 30	
Section 10.01	Discharge of Indenture 30
Section 10.02	Bonds Deemed To Have Been Paid 31
Section 10.03	Payment of Bonds After Discharge of Indenture 31

TABLE OF CONTENTS

(continued)

	Page
ARTICLE XI MISCELLANEOUS	31
Section 11.01 Special Obligations	31
Section 11.02 Successor Is Deemed Included in All References to Predecessor.....	32
Section 11.03 Limitation of Rights	32
Section 11.04 Waiver of Notice; Requirement of Mailed Notice	32
Section 11.05 Destruction of Bonds.....	32
Section 11.06 Severability of Invalid Provisions	32
Section 11.07 Notices.....	32
Section 11.08 Evidence of Rights of Bond Owners	33
Section 11.09 Disqualified Bonds	34
Section 11.10 Money Held for Particular Bonds	34
Section 11.11 Funds and Accounts	34
Section 11.12 Payment on Non-Business Days	34
Section 11.13 Waiver of Personal Liability	34
Section 11.14 Interpretation	34
Section 11.15 Conflict with Act.....	35
Section 11.16 Conclusive Evidence of Regularity	35
Section 11.17 Execution in Several Counterparts	35
Section 11.18 Governing Laws	35
EXHIBIT A FORM OF BOND.....	A-1
EXHIBIT B FORM OF INVESTOR LETTER	B-1

INDENTURE

THIS INDENTURE (the “**Indenture**”) is dated as of January 1, 2018, by and between CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1, a community facilities district organized and existing under and by virtue of the laws of the State of California (the “**Community Facilities District**”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States, as trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, the City Council (the “**City Council**”) of the City of Calabasas (the “**City**”) has formed the Community Facilities District under the provisions of the Mello-Roos Community Facilities District Act of 1982 (the “**Act**”); and

WHEREAS, pursuant to the Act, the Community Facilities District was formed to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles, through the refunding of the outstanding principal amount of Community Facilities District No. 4 of the County of Los Angeles Improvement Area A Special Tax Bonds Series 1992A (the “**County Bonds**”); and

WHEREAS, on or about February 18, 1999, the City Council, by and through the Community Facilities District, issued its “City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 1999” in the principal amount of \$12,515,000, of which \$4,075,000 principal amount is currently outstanding (the “**Prior Bonds**”), the proceeds of which were used to refund, on an advance basis, all of the outstanding County Bonds; and

WHEREAS, the City Council, is authorized under the Act to annually levy special taxes within the Community Facilities District sufficient to pay debt service on bonds, the proceed of which are used to refund the Prior Bonds, and to pay certain administrative costs, which special taxes are secured by a continuing lien against all nonexempt real property in the Community Facilities District, and to issue bonds secured by the special taxes under the Act; and

WHEREAS, in order to provide the moneys required to refund and redeem the Prior Bonds, the Community Facilities District desires to provide for the issuance of City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 2018 (the “**Bonds**”), in the aggregate principal amount of not to exceed \$_____; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District has authorized the execution and delivery of this Indenture; and

WHEREAS, the Community Facilities District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Community Facilities District, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Community Facilities District, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and

outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Community Facilities District does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture, of any Supplemental Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

“Act” means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

“Administrative Expense Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.07.

“Administrative Expenses” means costs directly related to the administration of the Community Facilities District, consisting of the costs of computing the Special Taxes and preparing the annual Special Tax schedules and the costs of collecting the Special Taxes, the costs of remitting the Special Taxes to the Trustee, the fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under this Indenture, the costs incurred by the Community Facilities District in complying with the disclosure provisions of any continuing disclosure undertaking and this Indenture, including those related to public inquiries regarding the Special Tax and disclosures to Owners, the costs of the Community Facilities District related to an appeal of the Special Tax, any amounts required to be rebated to the federal government in order for the Community Facilities District to comply with Section 6.09, an allocable share of the salaries of the staff of the City, or of any member thereof, providing services on behalf of the Community Facilities District directly related to the foregoing and a proportionate amount of general administrative overhead of the City, or of any member thereof, related thereto, and the costs of foreclosure of delinquent Special Taxes.

“Annual Debt Service” means, for each Bond Year, the sum of (a) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

“Auditor” means the auditor/controller of the County of Los Angeles.

“Authorized Denominations” means denominations of \$1.00, or any integral multiple thereof.

“Authorized Representative” means (a) with respect to the Community Facilities District, the Mayor, the Mayor Pro Tem, the Clerk of the City, the City Manager and the Finance Director of the City, and any other Person designated as an Authorized Representative of the Community Facilities District in a Written Certificate of the Community Facilities District filed with the Trustee, and (b) with respect to

the Trustee, the President, any Vice President, any Assistant Vice President or any Trust Officer of the Trustee, and when used with reference to any act or document also means any other Person authorized to perform such act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the by-laws of the Trustee.

“Average Annual Debt Service” means the average of the Annual Debt Service for all future Bond Years, including the Bond Year in which the calculation is made.

“Bond Counsel” means a firm of nationally recognized bond counsel selected by the Community Facilities District.

“Bond Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.03.

“Bond Year” means each twelve-month period beginning on September 2 in each year and extending to the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on September 1, 2018.

“Bonds” means the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018, issued hereunder.

“Business Day” means a day which is not (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

“City” means the City of Calabasas, and any successor thereto.

“City Council” means the City Council of the City.

“Closing Date” means the date upon which the Bonds are delivered to the Initial Purchaser, being January __, 2018.

“Code” means the Internal Revenue Code of 1986.

“Community Facilities District” means City of Calabasas Community Facilities District No. 98-1, and any successor thereto.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Community Facilities District relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel, including the Trustee’s first annual administrative fee, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“Escrow Bank” means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, or any successor thereto, as Escrow Bank under the Refunding Escrow Agreement.

“Event of Default” means an event defined as such in Section 7.01.

“Federal Securities” means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Community Facilities District designated in a Written Certificate of the Community Facilities District delivered to the Trustee.

“Foreclosure Proceeds” means (i) any delinquent special taxes previously levied to pay the principal of and interest on the Prior Bonds and deposited with the Trustee and (ii) any amounts realized through foreclosure actions commenced with respect to such delinquent special taxes and deposited with the Trustee in accordance with this Indenture.

“Indenture” means this Indenture, as originally executed and as it may be amended or supplemented from time to time by any Supplemental Indenture.

“Independent Consultant” means any consultant or firm of such consultants selected by the Community Facilities District and who, or each of whom (a) is generally recognized to be qualified in the financial consulting field, (b) is in fact independent and not under the domination of the Community Facilities District or the City, (c) does not have any substantial interest, direct or indirect, with or in the Community Facilities District or the City, or any owner of real property in the Community Facilities District, or any real property in the Community Facilities District, and (d) is not connected with the Community Facilities District or the City as an officer or employee thereof, but who may be regularly retained to make reports to the Community Facilities District or the City.

“Information Services” means Financial Information, Inc.’s “Daily Called Bond Service,” 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services Called Bond Service, 55 Broad Street, 28th Floor, New York, New York 10004; “Moody’s Investors Service Municipal and Government,” 5250 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Municipal News Reports; Standard & Poor’s “Called Bond Record,” 25 Broadway, 3rd Floor, New York, New York 10004; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the Community Facilities District may designate in a Written Certificate of the Community Facilities District delivered to the Trustee.

“Initial Purchaser” means City National Bank, a national banking association and subsidiary of Royal Bank of Canada, the original purchaser of the Bonds from the Community Facilities District.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2018, so long as any Bonds remain Outstanding.

“Investor Letter” means a letter in the form of Exhibit B attached hereto executed by the Initial Purchaser.

“Maturity Date” means, with respect to the Bonds, September 1, 2028.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any future Bond Year, including the Bond Year the calculation is made.

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

“Net Special Tax Revenues” means Special Tax Revenues, less amounts required to pay Administrative Expenses.

“Office of the Trustee” means the office of the Trustee in Los Angeles, California, at which at any particular time corporate trust business shall be administered, or such other office as it shall designate, except that with respect to presentation of Bonds for payment, transfer or exchange, the term shall mean the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota or any other office specified by the Trustee.

“Ordinance” means any ordinance adopted by the City Council levying the Special Taxes.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09) all Bonds previously, or contemporaneously, authenticated and delivered by the Trustee under this Indenture except:

- (a) Bonds previously canceled by the Trustee or surrendered to the Trustee for cancellation;
- (b) Bonds with respect to which all liability of the Community Facilities District shall have been discharged in accordance with Section 10.01, including Bonds (or portions of Bonds) disqualified under Section 11.09; and
- (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

“Owner” means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

“Permitted Investments” means the following, to the extent that such securities are otherwise eligible legal investments of the Community Facilities District:

- (a) The following obligations may be used as Permitted Investments for all purposes, including defeasance investments in refunding escrow accounts.
 - (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),

(2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

(b) The following obligations may be used as Permitted Investments for all purposes other than defeasance investments in refunding escrow accounts.

(1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase;

(5) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(a) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of Moody’s or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(7) Municipal Obligations rated “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by both Moody’s and S&P.

(c) The value of the above investments shall be determined as follows:

(1) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, Citigroup Global Markets Inc., Bear Stearns, or Lehman Brothers.

(2) As to certificates of deposit and bankers’ acceptances: the face amount thereof, plus accrued interest thereon; and

(3) As to any investment not specified above: the value thereof established by prior agreement among the Community Facilities District and the Trustee.

“Person” means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Prior Bonds” means the City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 1999, issued under the Prior Indenture.

“Prior Indenture” means the Indenture, dated as of February 1, 1999, by and between the Community Facilities District and U.S. Bank Trust National Association (currently known as U.S. Bank National Association), as trustee.

“Prior Trustee” means the U.S. Bank National Association, as trustee under the Prior Indenture.

“Qualified Institutional Buyer” shall have the meaning assigned to such term in Rule 144A of the Securities Act of 1933, as amended.

“Rate and Method” means the rate and method of apportionment of the Special Taxes approved by the qualified electors of the Community Facilities District, as it may be amended in accordance with its terms.

“Rebate Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.06.

“Rebate Requirement” has the meaning ascribed thereto in the Tax Certificate.

“Record Date” means the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day.

“Redemption Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.04.

“Redemption Price” means the aggregate amount of principal of and premium, if any, on the Bonds upon the redemption thereof pursuant hereto.

“Refunding Escrow Agreement” means that certain Refunding Escrow Agreement relating to the Prior Bonds, dated as of January 1, 2018, between the Community Facilities District and the Escrow Bank, as originally executed and as it may be amended or supplemented from time to time.

“Registration Books” means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.05.

“Reserve Requirement” means, as of the date of any calculation, the least of (a) 10% of the original aggregate principal amount of the Bonds, (b) Maximum Annual Debt Service, and (c) 125% of Average Annual Debt Service. At the Closing Date, the Reserve Requirement is \$_____.

“Resolution of Formation” means Resolution No. 99-543, adopted by the City Council on January 20, 1999.

“S&P” means S&P Global Ratings, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its

successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

“**Special Tax Fund**” means the fund by that name established and held by the Trustee pursuant to Section 5.02.

“**Special Tax Revenues**” means the proceeds of the Special Taxes received by or on behalf of the Community Facilities District, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, which shall be limited to the amount of said lien and interest and penalties thereon.

“**Special Taxes**” means the special taxes levied within the Community Facilities District pursuant to the Act, the Ordinance and this Indenture.

“**Supplemental Indenture**” means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“**Tax Certificate**” means the Tax Certificate executed by the Community Facilities District at the time of issuance of the Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

“**Trustee**” means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, or any successor thereto as Trustee hereunder, appointed as provided herein.

“**Written Certificate**” and “**Written Request**” of the Community Facilities District mean, respectively, a written certificate or written request signed in the name of the Community Facilities District by an Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Community Facilities District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Community Facilities District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01 Authorization of Bonds. The Community Facilities District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Act and other applicable laws of the State of California. The Bonds shall consist of one series of bonds in Authorized Denominations, subject to the provisions and conditions contained herein.

Section 2.02 Terms of Bonds. (a) The Bonds shall be designated “City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018.” The aggregate principal amount of Bonds that may be issued and Outstanding under this Indenture shall not exceed \$_____, except as may be otherwise provided in Section 2.09.

(b) The Bonds shall be issued in fully registered form without coupons in Authorized Denominations. The Bonds shall be dated as of the Closing Date, shall be issued in the aggregate principal amount of \$_____ shall mature on September 1, 2028 and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at[2.80]% per annum.

(c) Interest on the Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date; provided that payment of interest thereon shall be made by wire transfer of immediately available funds to the account specified by the Owner thereof in a written request delivered to the Trustee and received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made (which request shall remain in effect until revised by such Owner by an instrument in writing delivered to the Trustee) without presentation and surrender of the Bond. Notwithstanding the foregoing, interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Initial Purchaser, the Trustee shall pay interest on the Bonds when due by wire transfer in immediately available funds to the Initial Purchaser in accordance with such wire transfer instructions as shall be filed by the Initial Purchaser with the Trustee from time to time.

(d) The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee; provided that payment of principal thereof shall be made by wire transfer of immediately available funds to the account specified by the Owner thereof in a written request delivered to the Trustee and received at least ten days prior to a Record Date, specifying the account or accounts to which such

payment shall be made (which request shall remain in effect until revised by such Owner by an instrument in writing delivered to the Trustee) without presentation and surrender of the Bond. Payment of principal of any Bond shall be made only upon presentation and surrender of such Bond at the Office of the Trustee.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Initial Purchaser, payments of principal of the Bonds shall, except on the final maturity thereof, be made without the requirement for presentation and surrender of the Bonds by the Initial Purchaser, and the Trustee shall pay such principal of the Bonds when due by wire transfer in immediately available funds to the Initial Purchaser in accordance with such wire transfer instructions as shall be filed by the Initial Purchaser with the Trustee from time to time.

(e) The Trustee shall maintain a record of each such payment of principal made by wire transfer and such record shall be conclusive. Such payment of principal shall be valid upon payment of the amount thereof to the Owner of such Bond, and the Community Facilities District and the Trustee shall be fully released and discharged from all liability to the extent of such payment. Notwithstanding anything contained herein to the contrary, the Initial Purchaser shall not be required to present and surrender the Bond for any principal payment, mandatory redemption payment, or mandatory sinking fund other than the final principal payment at maturity.

(f) The Bonds shall be subject to redemption as provided in Article IV.

(g) The Bonds shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 2.03 Limitation on Transfer of Bonds. The Bonds will be issued as physical certificated instruments (and shall not be held in a book-entry only system) initially registered in the name of the Initial Purchaser.

Notwithstanding any other provision of this Indenture, the Bonds may not be registered in the name of, or transferred to, any person except a Qualified Institutional Buyer. The Initial Purchaser of the Bonds shall execute and deliver an investor letter in the form set forth in Exhibit B hereto with only those revisions approved in writing by the Community Facilities District.

Section 2.04 Transfer and Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Notwithstanding anything contained herein to the contrary, the Initial Purchaser shall not be required to present and surrender the Bond for any principal payment, mandatory redemption payment, or mandatory sinking fund other than the final principal payment at maturity. Upon such transfer or exchange, the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same series in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

The Trustee shall not be obligated to make any transfer or exchange of Bonds pursuant to this Section during the period established by the Trustee for the selection of Bonds for redemption, or with respect to any Bonds selected for redemption.

Section 2.05 Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the Community Facilities District; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

Section 2.06 Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Community Facilities District with the facsimile signature of the Mayor of the City, or, in the absence of the Mayor, the Mayor Pro Tem of the City, and attested by the manual or facsimile signature of the Clerk of the City. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of such officers of the City who shall have signed or attested any of the Bonds shall cease to be such officers before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Community Facilities District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Community Facilities District as though those who signed and attested the same had continued to be such officers, and also any Bonds may be signed and attested on behalf of the Community Facilities District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the nominal date of such Bonds any such Person shall not have been such officer of the City.

Section 2.07 Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit A hereto for the Bonds, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.08 [Reserved].

Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Community Facilities District, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and series in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Community Facilities District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the Community Facilities District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and series in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been selected for redemption, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Community Facilities District may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the Community Facilities District and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Community Facilities District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

Section 2.10 Registration of Bonds. The Bonds shall be delivered only to a Holder that has executed and delivered to the Trustee an Investor Letter. Bonds shall be owned by and registered in the

name of one single Holder. The Trustee shall not register the transfer of any Bond unless the Bond Trustee receives an Investor Letter from the proposed transferee. Initially, the Bonds shall be issued to and registered in the name of the Initial Purchaser, or otherwise registered in whatever name or names the Initial Purchaser, or its nominee, shall designate, which shall have executed and delivered to the Trustee an Investor Letter. Notwithstanding any other provision hereof, Bonds may not be registered in the name of, or transferred to, any person except a Qualified Institutional Buyer. All Bonds shall be in fully registered form in Authorized Denominations.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01 Issuance of Bonds. The Community Facilities District may, at any time, execute the Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Bonds and deliver the Bonds to the Initial Purchaser upon receipt of a Written Request of the Community Facilities District and upon receipt of the purchase price therefor.

Section 3.02 Application of Proceeds of the Bonds; Transfers from Prior Bonds Indenture. On the Closing Date, the proceeds of the sale of the Bonds received by the Trustee in the amount of \$_____.00, plus Special Taxes on hand and other available amounts held by the Trustee and the Community Facilities District of \$_____, totaling \$_____, shall be deposited by the Trustee as follows:

- (a) The Trustee shall deposit the amount of \$_____ in the Reserve Fund representing the Reserve Requirement as of the Closing Date.
- (b) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Fund for payment of the costs of issuance for the Bonds.
- (c) The Trustee shall transfer to U.S. Bank National Association for deposit in the Refunding Escrow established under the Refunding Escrow Agreement the amount of \$_____.

The Trustee may establish a temporary fund or account in its records to facilitate and record such deposits and transfer.

Section 3.03 Costs of Issuance Fund. The Trustee shall establish and maintain a separate fund designated the “**Costs of Issuance Fund.**” On the Closing Date there shall be deposited in the Costs of Issuance Fund the amount specified in Section 3.02(b).

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Community Facilities District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. On June 1, 2018, all amounts, if any, remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Reserve Fund to the extent the amount on deposit therein is less than the Reserve Requirement and such remainder to the Bond Fund, and the Costs of Issuance Fund shall be closed.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Redemption of Bonds. (a) *Optional Redemption.* The Bonds shall be subject to optional redemption, in whole or in part, on any date on or after September 1, 2022, from any source of available funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium.

The Community Facilities District shall give the Trustee written notice of its intention to redeem Bonds pursuant to this subsection not less than 60 days prior to the applicable redemption date, unless such notice shall be waived by the Trustee.

(b) *Mandatory Redemption from Special Tax Prepayments.* The Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date, from and to the extent of any prepayment of Special Taxes, at a Redemption Prices Price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption.

(c) *Mandatory Sinking Fund Redemption.* The Bonds shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 2018, at a Redemption Price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	

If some but not all of the Bonds are redeemed pursuant to Section 4.01(a), the principal amount of Bonds to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced as designated by the Community Facilities District in a Written Certificate of the Community Facilities District filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Bonds redeemed pursuant to Section 4.01(a). If some but not all of the Bonds are redeemed pursuant to Section 4.01(b), the principal amount of Bonds to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Bonds so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District filed with the Trustee.

Section 4.02 Notice of Redemption. The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Initial Purchaser, at least 30 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Community Facilities District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Section 4.03 Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed *pro rata* among sinking fund redemption payments.

Section 4.04 Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Community Facilities District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Community Facilities District, a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Section 4.05 Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the Redemption Price, and the interest to the applicable date fixed for redemption, having been set aside in the Redemption Fund, the Bonds shall become due and payable on said date, and said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01 Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Net Special Tax Revenues and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Reserve Fund and the Redemption Fund are hereby pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act. Said pledge shall constitute a first lien on such assets.

Section 5.02 Special Tax Fund. The Trustee shall establish and maintain a separate fund designated the “**Special Tax Fund.**” As soon as practicable after the receipt by the Community Facilities District of any Special Tax Revenues, but in any event no later than ten Business Days after such receipt, the Community Facilities District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that any portion of any such Special Tax Revenues that represents prepaid Special Taxes that are to be applied to the payment of the Redemption Price of Bonds in accordance with the provisions hereof shall be identified to the Trustee as such by the Community Facilities District and shall be deposited in the Redemption Fund.

Upon receipt of a Written Request of the Community Facilities District, the Trustee shall withdraw from the Special Tax Fund and transfer to the Administrative Expense Fund the amount specified in such Written Request of the Community Facilities District as the amount necessary to be transferred thereto in order to have sufficient amounts available therein to pay Administrative Expenses. From each December 1 until the following September 2, the amounts so requested may not exceed \$150,000.

On the Business Day immediately preceding each Interest Payment Date, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall withdraw from the Special Tax Fund and transfer, first, to the Bond Fund, Net Special Tax Revenues in the amount, if any, necessary to cause the amount on deposit in the Bond Fund to be equal to the principal and interest due on the Bonds on such Interest Payment Date, and, second, to the Reserve Fund, Net Special Tax Revenues in the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement.

Section 5.03 Bond Fund. The Trustee shall establish and maintain a separate fund designated the “**Bond Fund.**” There shall be deposited in the Bond Fund the amount, if any, of any Foreclosure Proceeds. There shall be deposited in the Bond Fund the amounts required to be deposited therein pursuant to Section 5.02.

In the event that, on the Business Day prior to an Interest Payment Date, amounts in the Bond Fund are insufficient to pay the principal, if any, of and interest on the Bonds due and payable on such Interest Payment Date, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Bond Fund.

On each Interest Payment Date, the Trustee shall withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest on the Bonds then due and payable, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds.

Section 5.04 Redemption Fund. The Trustee shall establish and maintain a special fund designated the “**Redemption Fund.**” As soon as practicable after the receipt by the Community Facilities District of prepaid Special Taxes, but in any event not later than ten Business Days after such receipt, the Community Facilities District shall transfer such prepaid Special Taxes to the Trustee for deposit in the Redemption Fund. Additionally, the Trustee shall deposit in the Redemption Fund amounts received from the Community Facilities District in connection with the Community Facilities District’s exercise of its rights to optionally redeem Bonds pursuant to Section 4.01(a).

Amounts in the Redemption Fund shall be disbursed therefrom for the payment of the Redemption Price of Bonds redeemed pursuant to Section 4.01(a) or Section 4.01(b).

Section 5.05 Reserve Fund. The Trustee shall establish and maintain a special fund designated the “**Reserve Fund.**” The Trustee shall deposit in the Reserve Fund the amount specified in Section 3.02(a).

Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of and interest on the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Bond Fund. Transfers shall be made from the Reserve Fund to the Bond Fund in the event of a deficiency in the Bond Fund, in accordance with Section 5.03.

So long as no Event of Default shall have occurred and be continuing, any amount in the Reserve Fund in excess of the Reserve Requirement on February 15 and August 15 of each year shall be withdrawn from the Reserve Fund by the Trustee and shall be deposited in the Bond Fund. Notwithstanding the foregoing before any such deposit shall be made, such amount shall be available for the payment of any rebate that may be owed under the Code, as specified in a Written Request of the Community Facilities District delivered to the Trustee.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee shall, upon receipt of a Written Request of the Community Facilities District, transfer the amount in the Reserve Fund to the Bond Fund or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds.

Section 5.06 Rebate Fund. (a) The Trustee shall establish and maintain a special fund designated the “**Rebate Fund.**” There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the Community Facilities District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article X hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Community Facilities District, and shall have no liability or responsibility to enforce compliance by the Community Facilities District with the terms of the Tax Certificate. The Trustee may conclusively rely upon the Community Facilities District’s determinations, calculations and certifications required by the Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the Community Facilities District’s calculations.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and remitted to the Community Facilities District.

Section 5.07 Administrative Expense Fund. The Trustee shall establish and maintain a special fund designated the “**Administrative Expense Fund.**” The Trustee shall deposit in the Administrative Expense Fund amounts transferred from the Special Tax Fund and required to be deposited therein pursuant to Section 5.02.

The moneys in the Administrative Expense Fund shall be used and withdrawn by the Trustee from time to time to pay the Administrative Expenses upon submission of a Written Request of the Community Facilities District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Administrative Expense Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Administrative Expense Fund; in each case together with a statement or invoice for each amount requested thereunder.

Section 5.08 Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture and held by the Trustee shall be invested by the Trustee solely in Permitted Investments, as directed in writing by the Community Facilities District two Business Days prior to the making of such investment. Moneys in all funds and accounts held by the Trustee shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture; provided, however, that Permitted Investments in which moneys in the Reserve Fund are so invested shall mature no later than the earlier of five years from the date of investment or the final maturity date of the Bonds; provided, further, that if such Permitted Investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Fund may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. Absent timely written direction from the Community Facilities District, the Trustee shall invest any funds held by it in Permitted Investments described in clause B(5) of the definition thereof. The Trustee may rely upon any investment direction by the Community Facilities District as a certification to it that such investment constitutes a Permitted Investment.

The Community Facilities District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Community Facilities District the right to receive brokerage confirmations of security transactions as they occur, the Community Facilities District specifically will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Community Facilities District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Subject to the provisions of Section 5.06, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained therein.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued by the Trustee at the market value thereof, such valuation to be performed not less frequently than semiannually on or before each February 15 and August 15. In making any valuations of Permitted Investments, the Trustee may utilize such securities pricing services as may be available to it, including those within its regular accounting system and rely thereon.

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Community Facilities District, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

Section 5.09 State Reporting. If at any time the Trustee fails to pay principal or interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

ARTICLE VI

COVENANTS

Section 6.01 Collection of Special Tax Revenues. The Community Facilities District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

Prior to August 1 of each year, the Community Facilities District shall ascertain from the County of Los Angeles Assessor the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year. The Community Facilities District shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 10 that the Bonds are Outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within the Community Facilities District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Community Facilities District shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

The Community Facilities District shall fix and levy the amount of Special Taxes within the Community Facilities District in accordance with the Rate and Method and, subject to the limitations in the Rate and Method as to the maximum Special Tax that may be levied, in an amount sufficient to yield the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing year, the amount required for any necessary replenishment of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such year, taking into account the balances in the funds and accounts established hereunder.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 6.02 Foreclosure. Pursuant to Section 53356.1 of the Act, the Community Facilities District hereby covenants with and for the benefit of the Owners of the Bonds that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Community Facilities District are delinquent in the payment of Special Taxes and, if such

delinquencies exist, the Community Facilities District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any Special Taxes or installment thereof not paid when due.

Section 6.03 Punctual Payment. The Community Facilities District shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Special Tax Revenues and other assets pledged for such payment as provided in this Indenture and received by the Community Facilities District or the Trustee.

Section 6.04 Extension of Payment of Bonds. The Community Facilities District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Community Facilities District to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.05 Against Encumbrances. The Community Facilities District shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Special Tax Revenues and other assets pledged under this Indenture while any of the Bonds are Outstanding, except as permitted by this Indenture.

Section 6.06 Power to Issue Bonds and Make Pledge. The Community Facilities District is duly authorized pursuant to the Act to issue the Bonds and to enter into this Indenture and to pledge the Net Special Tax Revenues and other assets pledged under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Community Facilities District in accordance with their terms, and the Community Facilities District and the Trustee (subject to the provisions of Article VIII) shall at all times, to the extent permitted by law, defend, preserve and protect said pledge of Net Special Tax Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all Persons whomsoever.

Section 6.07 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with prudent corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds, the Special Tax Revenues and all funds and accounts established by it pursuant to this Indenture. Such books of record and account shall be available for inspection by the Community Facilities District, during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the Community Facilities District a monthly accounting of the funds and accounts it holds under this Indenture.

Section 6.08 Compliance with Law. The Community Facilities District shall comply with all applicable provisions of the Act and all other laws insofar as applicable.

Section 6.09 Tax Covenants. (a) The Community Facilities District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Bonds under Section 103 of the Code. Without limiting the

generality of the foregoing, the Community Facilities District shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the Community Facilities District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the Community Facilities District shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the Community Facilities District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) Certain agreements, requirements and procedures contained or referred to in this Indenture and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Any such change may occur or action may be taken or omitted upon the advice or approval of Bond Counsel other than the Bond Counsel that rendered a final opinion with respect to the Bonds upon their original issuance only if the Community Facilities District, in addition to satisfying all other terms and conditions contained in such documents, obtains from such other Bond Counsel an opinion substantially to the effect that interest on the Bonds is excluded from gross income for federal income tax purposes.

Section 6.10 Provision of Certain Financial and Operating Information; No Continuing Disclosure Obligation. The Bonds are exempt from Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”), and neither the Community Facilities District nor the Trustee shall have any obligation to provide secondary market disclosure pursuant to Rule 15c2-12. Notwithstanding, the Community Facilities District agrees provide to each Owner the following information:

- (i) within 270 days after the end of each fiscal year:
 - (a) audited financial statements of the City,
 - (b) the principal amount of the Bonds outstanding,
 - (c) a table setting forth the amount and percentage of delinquent Special Taxes for the Community Facilities District as of June 30 of the prior fiscal year, including delinquent parcel numbers, and a description of the status of any foreclosure actions being pursued by the Community Facilities District with respect to any delinquent Special Taxes,
 - (d) the total assessed value of property within the Community Facilities District and the assessed value of each individual parcel, and
 - (e) a list of the payers of Special Taxes in the Community Facilities District;

(ii) notices of (a) any default on any obligation of the Community Facilities District, (b) material litigation concerning the Community Facilities District, (c) material governmental proceedings concerning the Community Facilities District, or (d) material adverse effect on the Bonds with respect to the City, the Community Facilities District or with respect to the collection of the Special Taxes; and

(iii) the Community Facilities District shall furnish at the Initial Purchaser's request such additional information that the Initial Purchaser may from time to time reasonably request.

A default under this Section 6.10 shall not be deemed an Event of Default under this Indenture, and the sole remedy for such a default shall be an action to compel performance.

Section 6.11 Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2018 and until the October 30 following the final maturity of the Bonds, the Community Facilities District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the Community Facilities District accompanied by a fee determined by the Community Facilities District to pay the costs of the Community Facilities District in connection therewith. The Community Facilities District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

Section 6.12 State Reporting. If at any time principal or interest due on any scheduled payment date for the Bonds is not paid, or if funds are withdrawn from the Reserve Fund to pay principal of or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within ten days of the failure to make such payment or the date of such withdrawal.

Section 6.13 Further Assurances. The Community Facilities District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 7.01 Events of Default. The following events shall be Events of Default:

(a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the Community Facilities District to observe and perform any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Community Facilities District by the

Trustee or the Owners of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, if in the reasonable opinion of the Community Facilities District the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Community Facilities District within such 60 day period and the Community Facilities District shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The Community Facilities District or the City shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Section 7.02 Foreclosure. If the Community Facility District fails to comply with its covenant to foreclose contained in Section 6.02, and if any Event of Default shall occur under Section 7.01(a) or Section 7.01(b) then, and in each and every such case during the continuance of such Event of Default, the Trustee may, or at the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, and upon being indemnified to its satisfaction therefor, shall, commence foreclosure against any parcels of land in the Community Facilities District with delinquent Special Taxes, as provided in Section 53356.1 of the Act.

Section 7.03 Other Remedies. If an Event of Default shall have occurred under Section 7.01, the Trustee shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the Community Facilities District and its officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the Community Facilities District and the fulfillment of all duties imposed upon it by this Indenture and the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Trustee's or Bond Owner's rights; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the Community Facilities District and its officers and employees to account as if it and they were the trustees of an express trust.

Section 7.04 Application of Net Special Tax Revenues After Default. If an Event of Default shall occur and be continuing, all Net Special Tax Revenues and any other funds thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on

the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

- (c) Any remaining funds shall be transferred by the Trustee to the Bond Fund.

Section 7.05 Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owners under the provisions of the Bonds, this Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee and such Owners under the Bonds, this Indenture, the Act or any other law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture.

Section 7.06 Bond Owners Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction.

Section 7.07 Limitation on Bond Owners' Right to Sue. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60

days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

Section 7.08 Absolute Obligation. Nothing in Section 7.07 or in any other provision of this Indenture or in the Bonds contained shall affect or impair the obligation of the Community Facilities District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Net Special Tax Revenues and other assets herein pledged therefor and received by the Community Facilities District or the Trustee, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.09 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Bond Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bond Owners, then in every such case the Community Facilities District, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Community Facilities District, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

Section 7.10 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.11 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

TRUSTEE

Section 8.01 Duties and Liabilities of Trustee. (a) *Duties of Trustee Generally.* The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured or waived, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of

care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) *Removal of Trustee.* The Community Facilities District may upon 30 days prior written notice remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) *Resignation of Trustee.* The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the Community Facilities District, and to the Bond Owners at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Community Facilities District shall promptly appoint a successor Trustee by an instrument in writing. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(d) *Appointment of Successor Trustee.* Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (e) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Community Facilities District and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and after payment by the Community Facilities District of all unpaid fees and expenses of the predecessor Trustee, then such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Community Facilities District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Community Facilities District shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Community Facilities District shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the Community Facilities District fails to mail such notice within 15 days after acceptance of

appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Community Facilities District.

(e) *Qualifications of Trustee.* The Trustee shall be a trust company or bank having trust powers in good standing in or incorporated under the laws of the State of California, having (or if such bank or trust company is a member of a bank holding company system, its parent bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state agency. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 8.02 Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 8.01 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03 Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Community Facilities District, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture or of the Bonds or shall incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Indenture or of any Bonds, or in respect of the security afforded by the Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to: (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the Community Facilities District or others in accordance with this Indenture. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(e) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds.

(f) The immunities and protections extended to the Trustee also extend to its directors, officers, employees and agents.

(g) The Trustee may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

(h) Before taking action under Article VII hereof or upon the direction of the Owners, the Trustee may require indemnity satisfactory to the Trustee be furnished to it to protect it against all fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur.

(i) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless it has actual knowledge thereof.

(j) The Trustee is authorized and directed to execute the Refunding Escrow Agreement.

Section 8.04 Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Community Facilities District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the duties imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Community Facilities District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 8.05 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon reasonable notice to the inspection of the Community Facilities District, the Owners and their agents and representatives duly authorized in writing.

Section 8.06 Compensation and Indemnification. Subject to the provisions of Section 11.01, the Community Facilities District shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture. Subject to the provisions of Section 11.01, the Community Facilities District further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities, costs, claims or expenses, including those of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder and under any related documents, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct. The duty of the Community Facilities District to indemnify the Trustee shall survive the termination and discharge of this Indenture.

ARTICLE IX

MODIFICATION OR AMENDMENT

Section 9.01 Amendments Permitted. (a) This Indenture and the rights and obligations of the Community Facilities District, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or the rate of interest borne thereby, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Net Special Tax Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture or deprive the Owners of the Bonds of the lien created by this Indenture on such Net Special Tax Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Community Facilities District and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Community Facilities District), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into with the written consent of the Initial Purchaser but without the consent of any other Bond Owners, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Community Facilities District in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Community Facilities District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(iv) to modify, amend or supplement this Indenture in such manner as to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(v) in any other respect whatsoever as the Community Facilities District may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners hereunder, in the opinion of Bond Counsel filed with the Community Facilities District and the Trustee.

Section 9.02 Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Community Facilities District, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03 Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Community Facilities District so determines shall, bear a notation by endorsement or otherwise in form approved by the Community Facilities District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Community Facilities District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Community Facilities District and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same interest rate and maturity. Notwithstanding anything contained herein to the contrary, the Initial Purchaser shall not be required to present and surrender the Bond for any principal payment, mandatory redemption payment, or mandatory sinking fund other than the final principal payment at maturity.

Section 9.04 Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

Section 10.01 Discharge of Indenture. If the Community Facilities District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof

and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners of such Bonds shall cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets as provided herein, and all agreements, covenants and other obligations of the Community Facilities District to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Community Facilities District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Community Facilities District all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest and premium, if any, on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the Community Facilities District shall have kept, performed and observed all of the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed and observed by the Community Facilities District or on its part on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements and other obligations of the Community Facilities District hereunder shall cease, terminate become void and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture contained in Section 8.06 relating to the compensation of the Trustee shall remain in effect and shall be binding upon the Trustee and the Community Facilities District.

Section 10.02 Bonds Deemed To Have Been Paid. If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bonds and the interest thereon at the maturity or redemption date thereof, such Bonds shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (a) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Community Facilities District shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02, notice of redemption of such Bonds on said redemption date, said notice to be given in accordance with Section 4.02, (b) there shall have been deposited with the Trustee either (i) money in an amount which shall be sufficient, or (ii) Federal Securities, the interest on and principal of which when paid will provide money which, together with the money, if any deposited with the Trustee at the same time, shall, as verified by an independent certified public accountant, be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bonds, and (c) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Community Facilities District shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bonds that the deposit required by clause (b) above has been made with the Trustee and that such Bonds, are deemed to have been paid in accordance with this Section and stating the maturity

date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bonds.

Section 10.03 Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the Community Facilities District free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Community Facilities District, the Trustee may (at the cost of the Community Facilities District) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Community Facilities District of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Special Obligations. All obligations of the Community Facilities District under this Indenture shall be special obligations of the Community Facilities District, payable solely from Special Tax Revenues and the other assets pledged therefor hereunder; provided, however, that all obligations of the Community Facilities District under the Bonds shall be special obligations of the Community Facilities District, payable solely from Net Special Tax Revenues and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein), the City, or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Community Facilities District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Community Facilities District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03 Limitation of Rights. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Trustee, the Community Facilities District and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Trustee, the Community Facilities District and the Owners of the Bonds.

Section 11.04 Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Section 11.05 Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Community Facilities District of any Bonds, the

Trustee may, upon the Written Request of the Community Facilities District, in lieu of such cancellation and delivery, destroy such Bonds and deliver a certificate of such destruction to the Community Facilities District.

Section 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Community Facilities District hereby declares that it would have entered into this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.07 Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Community Facilities District:

City of Calabasas Community Facilities District No. 98-1
c/o City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attention: City Clerk
Facsimile: (818) 224-1600

If to the Trustee:

U.S. Bank National Association
633 W. Fifth St., 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust Services
Facsimile: (213) 615-6023

If to the Initial Purchaser:

City National Bank

Attention:
Facsimile:
Email:

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the

United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.08 Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any Person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Community Facilities District if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Community Facilities District in accordance therewith or reliance thereon.

Section 11.09 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Community Facilities District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 11.10 Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.03 but without any liability for interest thereon.

Section 11.11 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with prudent corporate trust industry standards to the extent practicable, and with due regard for the

requirements of Section 6.07 and for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 11.12 Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Section 11.13 Waiver of Personal Liability. No member, officer, agent or employee of the Community Facilities District or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Section 11.14 Interpretation. (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.15 Conflict with Act. In the event of any conflict between any provision of this Indenture and any provision of the Act, the provision of the Act shall prevail over the provision of this Indenture.

Section 11.16 Conclusive Evidence of Regularity. Bonds issued pursuant to this Indenture shall constitute evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 11.17 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 11.18 Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the Community Facilities District has caused this Indenture to be signed in its name by its representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 98-1**

By: _____
City Manager

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

No. _____

\$ _____

[NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE DISTRICT IN CONNECTION WITH THE BONDS. UNLESS AND UNTIL SUCH A DISCLOSURE DOCUMENT HAS BE PREPARED AND PROVIDED BY THE DISTRICT IN CONNECTION WITH A TRANSFER, REOFFERING OR REMARKETING OF THE BONDS, THE BONDS MAY NOT BE TRANSFERRED OTHER THAN TO A QUALIFIED INSTITUTIONAL BUYER, AS DEFINED IN THE RULE 144A OF THE SECURITIES ACT OF 1933. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF SUCH A DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE DISTRICT THAT (A) IT IS SUCH A QUALIFIED INSTITUTIONAL BUYER, (B) IT HAS PURCHASED BONDS FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THE BONDS, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND OTHERWISE, OF THE DISTRICT, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THE BONDS, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE DISTRICT.

BY POSSESSION OF THIS BOND, THE OWNER CERTIFIES THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN THE INDENTURE. THIS BOND MAY ONLY BE REGISTERED IN THE NAME OF, OR TRANSFERRED TO, A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN THE INDENTURE.]

CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 98-1
SPECIAL TAX REFUNDING BOND, SERIES 2018

INTEREST RATE	MATURITY DATE	DATED DATE
	September 1, 20__	January __, 2018

REGISTERED OWNER: CITY NATIONAL BANK

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Calabasas Community Facilities District No. 98-1, City of Calabasas, County of Los Angeles, State of California (the “Community Facilities District”), for value received, hereby promises to pay, solely from the Special Tax (as hereinafter defined) collected in the Community Facilities District or amounts in certain funds and accounts held under the Indenture (as hereinafter defined), to the Registered Owner identified above or registered assigns (the “Registered Owner”), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof payable semiannually on March 1 and September 1 in each year, commencing March 1, 2018 (the “Interest Payment Dates”), until payment of such Principal Amount in

full. This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to February 15, 2018, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provide for). The Principal Amount hereof is payable upon surrender hereof upon maturity or earlier redemption as provided in the Indenture. Interest hereon is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at its respective address shown on the Registration Books as of the close of business on the preceding Record Date; provided that payment of interest hereon shall be made by wire transfer of immediately available funds to the account specified by such Owner thereof in a written request delivered to the Trustee and received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made (which request shall remain in effect until revised by such Owner by an instrument in writing delivered to the Trustee) without presentation and surrender of the Bond.

This Bond is one of a series of a duly authorized issue of bonds approved by the qualified electors of the Community Facilities District on January 20, 1999, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code (the "Act"), and issued for the purpose of refinancing facilities previously financed by the Community Facilities District, through the refunding of the outstanding principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, and is one of the series of bonds designated "City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018" (the "Bonds") in the aggregate principal amount of \$_____. The Bonds are issued pursuant to an Indenture, dated as of January 1, 2018 (the "Indenture"), by and between the Community Facilities District and U.S. Bank National Association, as trustee (the "Trustee"), and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Indenture is entered into, and this Bond is issued under, the Act and the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of and interest on the Bonds are payable solely from the annual special tax authorized under the Act to be collected within the Community Facilities District (the "Special Tax"), after the payment of certain administrative expenses, and certain funds held under the Indenture. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Net Special Tax Revenues and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Reserve Fund and the Redemption Fund established under the Indenture are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

The Bonds shall be subject to optional redemption and mandatory redemption, as specified in the Indenture.

The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first class mail) notice of any redemption to the respective owners of any Bonds designated for redemption, at their respective addresses appearing on the Registration Books maintained by the Trustee, at least 30 but not more than 60 days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption

of such Bonds or the cessation of the accrual of interest thereon. From and after the date fixed for redemption of any Bonds, interest on such Bonds will cease to accrue.

The Bonds are issuable as fully registered Bonds without coupons in its Authorized Denomination. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Bonds may be exchanged as provided in the Indenture for a like aggregate principal amount and maturity of fully registered Bonds of other Authorized Denominations.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, in an Authorized Denomination, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange for this Bond. The Community Facilities District and the Trustee may treat the Registered Owner of this Bond as its absolute owner hereof for all purposes, and the Community Facilities District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the Community Facilities District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the principal thereof or the rate of interest borne thereby, or extend the time of payment, without the consent of the owner of such Bond, (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, or (c) permit the creation of any lien on the Net Special Tax Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Bonds owners of the lien created under the Indenture on such Net Special Tax Revenues and such other assets (except as expressly provided in the Indenture), without the consent of the owners of all outstanding Bonds.

The Indenture contains provisions permitting the Community Facilities District to make provision for the payment of interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

All obligations of the Community Facilities District under the Indenture shall be special obligations of the Community Facilities District, payable solely from Special Tax Revenues and the other assets pledged for that purpose under the Indenture; provided, however, that all obligations of the Community Facilities District under the Bonds shall be special obligations of the Community Facilities District, payable solely from Net Special Tax Revenues and the other assets so pledged. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein and in the Indenture), the City of Calabasas or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

IN WITNESS WHEREOF, the Community Facilities District has caused this Bond to be signed in its name and on its behalf by the facsimile signatures of the Mayor of the City of Calabasas and the City Clerk of the City of Calabasas, all as of the Dated Date identified above.

**CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 98-1**

By: _____
Mayor of the City of Calabasas

Attest:

By: _____
City Clerk of the City of Calabasas

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR LETTER

[To Come]

City of Calabasas
Community Facilities District No. 98-1
Calabasas, California

Re: City of Calabasas Community Facilities District No. 98-1
Special Tax Refunding Bonds, Series 2018

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby acknowledges receipt of \$_____ principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018 (the “Bonds”), issued under an Indenture, dated as of January 1, 2018 (the “Indenture”), between City of Calabasas Community Facilities District No. 98-1 (the “District”), and U.S. Bank National Association, as Trustee (the “Trustee”). Capitalized terms not defined in this letter have the meanings given them in the Indenture.

This letter (the “Investor Letter”) is delivered to you in connection with the purchase of the Bonds by the Purchaser, and the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser has authority to purchase the Bonds and to execute this Investor Letter and any other instruments and documents the Purchaser may be required to execute in connection with the purchase of the Bonds.
2. The Purchaser is a Qualified Institutional Buyer within the meaning of the Indenture, has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the Bonds, and can bear the economic risk of its investment in the Bonds. The Bonds are a financially suitable investment for the Purchaser consistent with its investment policies, needs and objectives. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.
3. The Purchaser is purchasing the Bonds solely for its own account and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control), and the Purchaser intends to hold the Bonds for its own account and does not intend at this time to dispose of all or any part of the Bonds. The Purchaser has directed the District not to obtain a CUSIP number for the Bonds, or apply for eligibility for the Bonds with The Depository Trust Company.

4. The Purchaser understands that the Bonds are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof. The Purchaser further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, (d) will not be assigned CUSIP numbers, and (e) will be delivered in a form that may not be readily marketable.
5. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the District in connection with the Bonds and other documents it has requested, and that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds.
6. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Indenture (including sales limited to Qualified Institutional Buyers as defined in the Indenture in the minimum denominations set forth therein). The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the District that it will comply, with the Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds, including disclosure of material information (without involving the District in any manner). The Purchaser agrees to indemnify the District for any liabilities or costs incurred by the District (including attorney fees) in connection with any sale, transfer or other disposition of the Bonds in violation of such restrictions or laws.
7. The Purchaser acknowledges (a) that the Bonds are special obligations of the District, payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture; (b) that the Bonds are not obligations payable from the general revenues or other funds of the District, the City of Calabasas, the State of California, or any other political subdivision or public body, corporate or politic, of the State of California; and (c) that the District shall not be directly, indirectly, contingently or morally obligated to pay the principal of the Bonds or the interest thereon, or any other expenses related to the Bonds, except from funds provided under the Indenture and neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City, or the State of California, or any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds.

Dated: _____, 20__

Very truly yours,

By: _____
Title: Authorized Officer

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 98-1
SPECIAL TAX REFUNDING BONDS
SERIES 1999**

REFUNDING ESCROW AGREEMENT

This REFUNDING ESCROW AGREEMENT (the "Agreement"), made and entered into as of January 1, 2018, by and between City of Calabasas Community Facilities District No. 98-1 (the "Community Facilities District"), and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, having a corporate trust office located in Los Angeles, California, and being qualified to accept and administer the trusts hereby created, as escrow agent and as Trustee under the Prior Indenture as defined below (the "Escrow Agent"),

WITNESSETH:

WHEREAS, there are currently outstanding, under an Indenture dated as of February 1, 1999 (the "Prior Indenture"), by and between the Community Facilities District and the Escrow Agent, as trustee, \$4,075,000 aggregate principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 (the "Prior Bonds"); and

WHEREAS, the City Council (the "City Council") of the City of Calabasas (the "City") desires, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code, as amended (the "Act"), to refund the outstanding principal amount of the Prior Bonds; and

WHEREAS, in order to provide a portion of the moneys required to refund the Prior Bonds, the Community Facilities District is issuing \$_____ aggregate principal amount of City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 2018 (the "Series 2018 Bonds"), pursuant to an Indenture, dated as of January 1, 2018 (the "Indenture"), by and between the Community Facilities District and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Series 2018 Bonds are being issued for the purpose of providing moneys which will, among other things, be sufficient (together with other moneys and interest earnings thereon) (i) to provide for the payment when due of the interest on the Prior Bonds to and including March 1, 2018, and (ii) to redeem the Prior Bonds on March 1, 2018, at par without premium (the sum of the amounts referred to in clauses (i) and (ii) of this preamble are hereinafter referred to as the "Redemption Price"); and

WHEREAS, the Indenture contemplates the setting aside of a portion of the proceeds of the Series 2018 Bonds in order to provide for the payment of the Redemption Price of the Prior Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder to be known as the Refunding Escrow to be maintained by the Escrow Agent (the "Refunding Escrow"); and

WHEREAS, the Community Facilities District has taken action to cause to be issued or delivered to the Escrow Agent for deposit in or credit to the Refunding Escrow certain securities and investments consisting of non-callable direct obligations of, or non-callable obligations guaranteed by, the United States of America (the "Investment Securities"), all as listed on Schedule I attached hereto and made a part hereof, in an amount which, together with income or increment to accrue on such securities, have

been certified by Causey Demgen & Moore P.C., to be sufficient to pay when and as due the Redemption Price of the Prior Bonds;

NOW, THEREFORE, the Community Facilities District and the Escrow Agent hereby agree as follows:

Section 1. Appointment of Escrow Agent. The Community Facilities District hereby appoints the Escrow Agent as escrow holder for all purposes of this Agreement, and in accordance with the terms and provisions of this Agreement the Escrow Agent hereby accepts the appointment.

Section 2. Establishment, Funding and Maintenance of Refunding Escrow. Pursuant to the Indenture, the sum of \$_____ is being transferred to the Escrow Agent, which sum represents:

Proceeds of the Series 2018 Bonds:
Amounts remaining in the funds/account for the Prior
Bonds established under the Prior Indenture:
 Debt Service Reserve Fund
 Bond Fund
 Special Tax Fund
Total to Escrow Agent _____

The Escrow Agent hereby accepts and acknowledges receipt of such monies. The Escrow Agent agrees to establish and maintain until the Redemption Price of the Prior Bonds has been paid in full a fund designated as the "Refunding Escrow," and to hold the securities, investments and moneys therein at all times as a special and separate trust fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Agent). All securities, investments and moneys in the Refunding Escrow are hereby irrevocably pledged, subject to the provisions of Section 3 hereof, to secure the payment of the Redemption Price of the Prior Bonds.

Section 3. Investment of the Refunding Escrow.

(a) The Community Facilities District hereby directs the Escrow Agent to accept in the name of the Escrow Agent, for the account of the Refunding Escrow, the Investment Securities listed on Schedule I hereto. Except as otherwise provided in this Section, the Escrow Agent shall not reinvest any remaining portion of the Refunding Escrow and shall hold such portion uninvested in the Refunding Escrow.

(b) Upon the written direction of the Community Facilities District, but subject to the conditions and limitations herein set forth, the Escrow Agent shall purchase substitute Investment Securities with the proceeds derived from the sale, transfer, redemption or other disposition of Investment Securities then on deposit in the Refunding Escrow in accordance with the provisions of this Section 3(b); provided that such substituted Investment Securities shall be limited to the investment securities as set forth in EXHIBIT A attached hereto. Such sale, transfer, redemption or other disposition of such Investment Securities then on deposit in the Refunding Escrow and substitution of other Investment Securities of the Community Facilities District are permitted hereunder but only by a simultaneous transaction and only if: (i) a nationally recognized firm of Independent Certified Public Accountants (the "Independent Certified Public Accountants") or such other qualified firm selected by the Community Facilities District shall certify that (A) the Investment Securities to be substituted, together with the Investment Securities which will continue to be held in the Refunding Escrow, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient

moneys will be available from maturing principal and interest on such Investment Securities held in the Refunding Escrow together with any uninvested moneys, to make all payments required by Section 4 hereof which have not previously been made, and (B) the amounts and dates of the anticipated payments by the Escrow Agent of the Redemption Price will not be diminished or postponed thereby; and (ii) the Escrow Agent shall receive an opinion of nationally recognized bond counsel to the effect that the sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion of interest on the Series 2018 Bonds or the Prior Bonds from gross income for federal income tax purposes.

(c) Upon the written direction of the Community Facilities District, but subject to the conditions and limitations herein set forth, the Escrow Agent will apply any moneys received from the maturing principal of or interest or other investment income on any Investment Securities held in the Refunding Escrow, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 3(b) not required for the purposes of said Section, as follows:

(i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as shall be certified to the Escrow Agent by a nationally recognized firm of Independent Certified Public Accountants or such other qualified firm selected by the Community Facilities District, such moneys shall be paid over to the Community Facilities District upon the written direction of the Community Facilities District as received by the Escrow Agent, free and clear of any trust, lien, pledge or assignment securing the Prior Bonds or otherwise existing hereunder, after provision for payment of amounts due the Escrow Agent pursuant to Sections 8 and 15 hereof; and

(ii) to the extent such moneys will be required for such purpose at a later date, such moneys shall, to the extent practicable and at the written direction of the Community Facilities District, be invested or reinvested in Investment Securities maturing at times and in amounts sufficient to pay when due the Redemption Price (provided that (A) the amount of the funds to be realized from time to time from such investment or reinvestment shall be certified by a nationally recognized firm of Independent Certified Public Accountants or such other qualified firm selected by the Community Facilities District, and (B) the Community Facilities District shall deliver to the Escrow Agent an opinion of nationally recognized bond counsel to the effect that such investment or reinvestment will not adversely affect the exclusion of interest on the Series 2018 Bonds or the Prior Bonds from gross income for federal income tax purposes) and interest earned from such investments or reinvestment shall be retained by the Escrow Agent for such purpose.

(d) The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

Section 4. Payment and Redemption of the Prior Bonds. Except as otherwise provided in Section 3, the Community Facilities District hereby requests and irrevocably instructs the Escrow Agent to deposit in the Refunding Escrow the principal of and interest on the Investment Securities held for the account of the Refunding Escrow promptly as such principal and interest become due and, subject to the provisions of Section 3 hereof, to pay in timely fashion the Redemption Price of the Prior Bonds. Upon payment in full of the Redemption Price of the Prior Bonds, the Escrow Agent shall transfer any moneys or securities remaining in the Refunding Escrow to the Special Tax Fund established under the Indenture after provision for payment of amounts due the Escrow Agent pursuant to Sections 8 and 15 hereof, and the obligations of the Escrow Agent under this Agreement shall terminate. The Refunding Escrow cash flow is set forth in Schedule II attached hereto.

Section 5. Notice of Redemption. The Community Facilities District hereby irrevocably instructs the Escrow Agent to take all steps required to redeem, on March 1, 2018 (the “Redemption Date”), the outstanding Prior Bonds maturing on or after September 1, 2018 at a redemption price equal to the principal amount thereof together with accrued interest thereon to the Redemption Date, without premium. The Community Facilities District hereby irrevocably instructs the Escrow Agent at the expense of the Community Facilities District to cause a notice of redemption of the Prior Bonds maturing on or after September 1, 2018 in substantially the form attached hereto as Exhibit B and by this reference incorporated herein, to be made in accordance with the Prior Indenture including by mailing such notice by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the Redemption Date, to (i) the registered owners of the Prior Bonds so called for redemption at their respective addresses appearing on the registration books maintained for the Prior Bonds, and (ii) to Piper Jaffray & Co. and RBC Dain Rauscher Corp. (as successor to Sutro & Co. Inc.) as Original Purchasers of the Prior Bonds, and to post notice of redemption by reference to the applicable CUSIP Numbers for the then Outstanding Prior Bonds with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system.

Section 6. Notice of Defeasance. The Community Facilities District hereby irrevocably instructs the Escrow Agent at the expense of the Community Facilities District to cause a notice of defeasance of the Prior Bonds, in substantially the form attached hereto as Exhibit C and by this reference incorporated herein, to be mailed by first class mail, postage prepaid, not more than thirty (30) days from the date of defeasance, (i) to the registered owners of the Prior Bonds at their respective addresses appearing on the registration books maintained for the Prior Bonds, and (ii) to Piper Jaffray & Co. and RBC Dain Rauscher Corp. (as successor to Sutro & Co. Inc.) as Original Purchasers of the Prior Bonds, and to post notice of defeasance by reference to the applicable CUSIP Numbers for the Outstanding Prior Bonds with the EMMA system.

Section 7. Possible Deficiencies.

(a) If at any time the Escrow Agent has actual knowledge that the moneys in the Refunding Escrow, including the anticipated proceeds of the Investment Securities, will not be sufficient to make all payments required by Section 4 hereof, the Escrow Agent shall notify the Community Facilities District in writing as soon as is reasonably practicable of such fact, the amount of such deficiency and, if known, the reason therefor.

(b) Upon receipt of the notice specified in subsection (a) of this Section, the Community Facilities District shall deposit in the Refunding Escrow, from any legally available moneys, such additional moneys as may be required to pay fully the aggregate amounts to become due and payable in connection with the payment of the Redemption Price of the Prior Bonds.

(c) The Escrow Agent shall in no manner be responsible for the Community Facilities District’s failure to make any such deposit.

Section 8. Fees and Costs.

(a) The Community Facilities District shall pay to the Escrow Agent from time to time reasonable compensation for all services rendered under this Agreement. The parties hereto agree that the duties and obligations of the Escrow Agent shall be as expressly provided herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

(b) The Escrow Agent shall also be entitled to additional fees and reimbursements for costs incurred, including but not limited to attorneys’ and accountants’ services, involving this Agreement.

(c) The fees of and the costs incurred by the Escrow Agent shall in no event be deducted or payable from, or constitute a lien against, the Refunding Escrow, except as otherwise provided herein.

Section 9. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor of such Escrow Agent without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 10. Resignation of Escrow Agent.

The Escrow Agent may at any time resign by giving written notice to the Community Facilities District of such resignation. The Community Facilities District shall promptly appoint a successor Escrow Agent. Resignation of the Escrow Agent will be effective only upon acceptance of appointment of a successor Escrow Agent. If the Community Facilities District does not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the Community Facilities District may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the Community Facilities District appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Community Facilities District shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Indenture.

Section 15. Indemnification. The Community Facilities District agrees to indemnify, hold harmless and defend the Escrow Agent to the maximum extent permitted by law against any and all losses, damages, claims, actions, liabilities, costs and expenses of whatever nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) which may be imposed on, or incurred by or asserted against the Escrow Agent directly or indirectly arising out of or related to the acceptance and performance by the Escrow Agent of its duties hereunder. This indemnification shall apply whether any such claim, suit, investigation, proceeding or action is based upon (i) the interference with or breach of or alleged interference with or alleged breach of any existing contract in connection with the Prior Bonds, (ii) any untrue statement or alleged untrue statement of a material fact or omission of a material fact required to be stated in any offering document with respect to the Prior Bonds necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) any other

wrongful act or alleged wrongful act of the Community Facilities District related to the redemption of the Prior Bonds; provided, however, that this indemnification shall not cover any losses or expenses incurred by the Escrow Agent as a result of its negligence or willful misconduct. In addition to the foregoing, the prevailing party in any lawsuit shall be entitled to attorneys' fees and costs incurred in any judgment proceeding to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of this Agreement into any judgment on this Agreement.

The agreements of the Community Facilities District hereunder shall survive termination of this Agreement.

Section 16. Immunities and Liability of Escrow Agent.

(a) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

(b) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if the Escrow Agent or the Community Facilities District knows of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under this Agreement in the case of any default in the performance of the covenants or agreements contained in the Indenture. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Agreement.

(c) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Community Facilities District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(d) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Indenture, other than recitals or representations specifically made by the Escrow Agent.

(e) The Escrow Agent may become the owner of, or acquire any interest in, any of the Series 2018 Bonds with the same rights that it would have if it were not the Escrow Agent and may engage or be interested in any financial or other transaction with the Community Facilities District.

(f) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or securities deposited with it to pay the principal of or interest or premium on the Prior Bonds.

(g) The Escrow Agent shall not be liable for any action or omission of the Community Facilities District under this Agreement or the Indenture.

(h) Whenever in the administration of this Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Community Facilities District, and such certificate shall, in the absence of negligence or willful misconduct on the part

of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(i) The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in connection with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

Section 17. Termination of Agreement. Upon payment in full of the principal of and interest on the Prior Bonds and all of the fees and expenses of the Escrow Agent as described above, all obligations of the Escrow Agent under this Agreement shall cease and terminate, except for the obligation of the Escrow Agent to pay or cause to be paid to the owners of the Prior Bonds not presented for payment all sums due thereon and the obligation of the Community Facilities District to pay to the Escrow Agent any amounts due and owing to the Escrow Agent hereunder; provided, however, the obligations of the Escrow Agent with respect to the payment of the Prior Bonds shall cease and terminate one year after the date on which the same shall have become due as described hereunder and in accordance with the Prior Indenture.

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IN WITNESS WHEREOF, the City of Calabasas Community Facilities District No. 98-1 and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 98-1

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent and as Trustee

By: _____
Authorized Officer

SCHEDULE I

Investment Securities

A description of the Investment Securities is set forth on Exhibits A-1 and A-2 to the Verification Report prepared by Causey Demgen & Moore P.C., attached hereto and incorporated herein by reference as though fully set forth herein and made a part hereof, relating to the Series 2018 Bonds.

SCHEDULE II

Refunding Escrow Cash Flow

The cash flow for the Refunding Escrow is set forth on Exhibit A to the Verification Report prepared by Causey Demgen & Moore P.C., attached hereto and incorporated herein by reference as though fully set forth herein and made a part hereof, relating to the Series 2018 Bonds.

EXHIBIT A

The Escrow Agent shall purchase only the following substituted Investment Securities:

(a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

EXHIBIT B

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 98-1
SPECIAL TAX REFUNDING BONDS, SERIES 1999
LOS ANGELES COUNTY, CALIFORNIA**

DATED FEBRUARY 18, 1999

CUSIP Nos. 128043AP1 and 128043AQ9

NOTICE OF REDEMPTION

To holders or owners of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 maturing on or after September 1, 2018 (the "Redeemed Bonds"):

NOTICE IS HEREBY GIVEN that, pursuant to the applicable provisions of the Indenture dated as of February 1, 1999 (the "Indenture") providing for the issuance of the above-captioned bonds, the Redeemed Bonds will be redeemed on March 1, 2018 (the "Redemption Date") at the price equal to the principal amount thereof together with interest accrued to the Redemption Date, without premium. On or before the Redemption Date, the Redeemed Bonds are required to be surrendered at the Office of the Trustee for redemption at the Redemption Price. From and after the Redemption Date, interest on the Redeemed Bonds shall cease to accrue.

Pursuant to the Bond Indenture, payment of the Redemption Price on the Redeemed Bonds called for redemption will be paid without presentation of the Redeemed Bonds if presentment is not required and upon presentation of the Redeemed Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Registered or certified insured mail is suggested when submitting Redeemed Bonds for payment.

Bondholders presenting their Redeemed Bonds in person for same day payment must surrender their Redeemed Bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Redeemed Bond, you are not required to endorse the Redeemed Bond to collect the Redemption Price.

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

*The Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.

Dated: January ____, 2018

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____

EXHIBIT C

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 98-1
SPECIAL TAX REFUNDING BONDS, SERIES 1999
LOS ANGELES COUNTY, CALIFORNIA**

DATED FEBRUARY 18, 1999

CUSIP Nos. 128043AP1 and 128043AQ9

NOTICE OF DEFEASANCE

To holders or owners of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 (the “Defeased Bonds”):

The City of Calabasas Community Facilities District No. 98-1 (the “District”) has defeased the Defeased Bonds pursuant to Article X of its Indenture dated as of February 1, 1999 (the “Indenture”) providing for the issuance of the Defeased Bonds, by depositing federal securities with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), sufficient to secure and accomplish the payment of interest on the Defeased Bonds until March 1, 2018 (the “Redemption Date”), and on that date to redeem all the Defeased Bonds maturing on and after September 1, 2018. Any capitalized term used but not otherwise defined in this Notice of Defeasance shall have the meaning assigned to such term in the Indenture.

With the deposit of such federal securities with the Escrow Agent, the Owners of the Defeased Bonds cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets as provided under the Indenture, and all agreements, covenants and other obligations of the Community Facilities District to the Owners of the Defeased Bonds under the Indenture have ceased, terminated and become void, discharged and satisfied.

The Defeased Bonds maturing on or after September 1, 2018 will be redeemed, after the mailing of a notice of to the Owners of the Defeased Bonds for the redemption of such bonds on the Redemption Date, at the principal amount thereof without premium.

Pursuant to Article X of the Indenture, the Defeased Bonds are now secured solely by the Refunding Fund held by the Escrow Agent, and your rights, and those of the Trustee, to the funds and accounts of the City of Calabasas Community Facilities District No. 98-1 established under the Indenture, other than the Refunding Fund, have terminated.

Dated: January __, 2018

U.S. BANK NATIONAL ASSOCIATION

By: _____

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement (“Agreement”) is made and entered into by and between the City of Calabasas, California (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”).

WITNESSETH:

WHEREAS, the Issuer presently intends to issue the approximate amount of \$4,000,000 of Special Tax Refunding Revenue Bonds CFD 1998-1 Series 2018 (the “Bonds”) and, in connection with the authorization, sale, issuance and delivery of such Bonds, the Issuer desires to obtain the professional services of HilltopSecurities to serve as the placement agent for the Bonds; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the Bonds.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the Bonds; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid HilltopSecurities in full the placement agent fee and all reimbursable expenses.

SECTION III COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the Bonds during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Bonds to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the buyer(s).

**SECTION IV
MISCELLANEOUS**

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of California.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.

4. No Fiduciary Duty. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

HILLTOP SECURITIES INC.

By:  _____

Mike Cavanaugh
Managing Director

ISSUER

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

The fees due HilltopSecurities will not exceed:

\$15,000

The Issuer shall be responsible for the following expenses, if any:

Bond Counsel fee and charges

Bank Counsel fee and charges

Disclosure Counsel fee and charges

Trustee or Escrow Bank

Municipal/Financial Advisor

Printing and distribution costs

Cost of any required notices

Third party reports or providers such as an appraisal, title insurance, fiscal consultant, assessment engineer or special tax consultant

CDIAC

HilltopSecurities will be responsible for our own travel expenses and legal fees. Our fee is entirely contingent on the successful completion of a financing. If the issue fails to close, we will not be reimbursed for any expenses.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 11, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2018-1575 AMENDING FISCAL YEAR 2017-18 BUDGET FOR THE CAPITAL IMPROVEMENT PROGRAM TO INCORPORATE A LIST OF PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

MEETING DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2018-1575 amending Fiscal Year 2017-18 budget for the Capital Improvement Program to incorporate a list of projects to be funded with the Road Maintenance and Rehabilitation Account (RMRA) revenues under the Senate Bill 1: the Road Repair and Accountability Act.

BACKGROUND/ DISCUSSION:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 increases several taxes and fees to raise over \$5 billion annually in new transportation revenues.

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, and drainage and storm-water capture projects in conjunction with any other allowable project.

Beginning in November 2017, portions of SB 1 revenues will be deposited into the RMRA and subsequently made available to eligible cities and counties, which must comply with RMRA funding requirements as determined by the California Transportation Commission (CTC). In order to meet SB 1's eligibility and reporting requirements, the RMRA funding must be specifically differentiated from other users tax account. Each project utilizing RMRA funds is required to include the following information: project description, specific location, proposed schedule for its completion, and the estimated useful life. Consequently, staff submitted a list of projects to the CTC staff for review and consideration.

To be eligible to receive this funding, the City must submit a proposed project list to the CTC, along with a resolution (Attachment A) documenting the City Council's approval of the City's amended Capital Improvement Program Budget reflecting the projects with specific RMRA funding allocations. In order for the City to receive its share of the RMRA funds, this process will have to be repeated on a yearly basis. It is estimated the City will receive approximately \$137,088 for the Fiscal Year 2017-18 from RMRA funding.

As part of SB 1's various accountability and transparency measures, the City will annually submit a proposed project list (Attachment B) to the CTC and subsequently provide year end updates on the progress of previously proposed projects.

FISCAL IMPACT/SOURCE OF FUNDING:

Pursuant to the CTC's August 2017 Final Annual Reporting Guidelines for 2017 Local Streets and Roads Funding, staff recommends amending the Fiscal Year 2017-18 Capital Improvement Program Budget to incorporate a list of projects with the new RMRA funding source. The CIP budgets should be amended, modified and adjusted accordingly to better assist and comply with the CTC's funding requirements.

REQUESTED ACTION:

Staff recommends that the City Council adopt Resolution No. 2018-1575 amending Fiscal Year 2017-18 budget for the Capital Improvement Program to incorporate a list of projects to be funded with the Road Maintenance and Rehabilitation Account (RMRA) revenues under the Senate Bill 1: the Road Repair and Accountability Act.

ATTACHMENTS:

Attachment A: Resolution No. 2018-1575

Attachment B: List of SB 1 Projects.

ITEM 3 ATTACHMENT A

RESOLUTION NO. 2018-1575

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADOPTING THE FISCAL YEAR 2017-18 LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$137,088 in RMRA funding in Fiscal Year 2017-18 from SB 1; and

WHEREAS, the City reviewed the Pavement Remaining Service Life Assessment to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate local streets and roads, and provide resources for similar projects in the future; and,

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "at lower risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby:

1. Approve the attached FY 2017/18 SB 1 Project List.
2. Amend the Calabasas Capital Improvement Program budget for FY 2017/18 to incorporate the list of projects to be funded with Road Maintenance and Rehabilitation Account revenues.

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

PASSED, APPROVED AND ADOPTED this 10th day of January 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC

FY 2017/18 SB 1 Project List

Project Title	Project Description	Project Location
<p>Mulholland Hwy Shoulder Safety Improvements</p>	<p>The project is to widen the shoulder; provide a pedestrian pathway along one side of the roadway; and, improve sight distance at intersections. In addition, retaining walls will be constructed along certain segments within the project limits to prevent soil erosion during heavy rain events.</p>	<p>Mulholland Hwy between Old Topanga Cyn Rd and the City Limits with the Los Angeles County Line</p>
<p>Las Virgenes Rd Shoulder Safety Improvements</p>	<p>The project is to widen the shoulder and install guardrails to reduce potential runoff road incidents.</p>	<p>Las Virgenes Rd between Lost Hills Rd and Mulholland Hwy</p>
<p>Mulholland Hwy Gap Closure</p>	<p>The improvements on Mulholland Hwy adjacent to the Calabasas High School include sidewalk connecting between the eastern high school driveway on Mulholland Highway and an access road to the high school on Old Topanga Canyon Road. It will also include extending the existing Class II bike facility to Old Topanga Canyon Road. The pedestrian and bicycle facilities will end on Mulholland Highway, in front of Calabasas High School, approximately 770 feet east of the intersection. On Old Topanga Canyon Road, the improvements will include reconstructing the existing dirt path on the east side of the roadway to a fully improved sidewalk and connects it to the existing sidewalk adjacent to the school service road. Additional improvements include providing Class II bicycle facilities on both sides of the roadway that will extend to Mulholland Hwy. The pedestrian and bicycle facilities currently end north of Old Topanga Canyon Road.</p>	<p>Mulholland Hwy between Old Topanga Cyn Rd and 770 feet east of Old Topanga Cyn Rd and Old Topanga Cyn Rd between Mulholland Hwy and 810 feet north of Mulholland Hwy</p>

ITEM 3 ATTACHMENT B

Project Title	Project Description	Project Location
<p>Mulholland Hwy Shoulder Safety Improvements</p>	<p>The project is to widen the shoulder; provide a pedestrian pathway along one side of the roadway; and, improve sight distance at intersections. In addition, retaining walls will be constructed along certain segments within the project limits to prevent soil erosion during heavy rain events.</p>	<p>Mulholland Hwy between Old Topanga Cyn Rd and the City Limits with the Los Angeles County Line</p>
<p>Las Virgenes Rd Shoulder Safety Improvements</p>	<p>The project is to widen the shoulder and install guardrails to reduce potential runoff road incidents.</p>	<p>Las Virgenes Rd between Lost Hills Rd and Mulholland Hwy</p>
<p>Mulholland Hwy Gap Closure</p>	<p>The improvements on Mulholland Hwy adjacent to the Calabasas High School include sidewalk connecting between the eastern high school driveway on Mulholland Highway and an access road to the high school on Old Topanga Canyon Road. It will also include extending the existing Class II bike facility to Old Topanga Canyon Road. The pedestrian and bicycle facilities will end on Mulholland Highway, in front of Calabasas High School, approximately 770 feet east of the intersection. On Old Topanga Canyon Road, the improvements will include reconstructing the existing dirt path on the east side of the roadway to a fully improved sidewalk and connects it to the existing sidewalk adjacent to the school service road. Additional improvements include providing Class II bicycle facilities on both sides of the roadway that will extend to Mulholland Hwy. The pedestrian and bicycle facilities currently end north of Old Topanga Canyon Road.</p>	<p>Mulholland Hwy between Old Topanga Cyn Rd and 770 feet east of Old Topanga Cyn Rd and Old Topanga Cyn Rd between Mulholland Hwy and 810 feet north of Mulholland Hwy</p>



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF
(818) 878-1808



December 6, 2017

Anthony Coroaaltes, City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroaaltes:

Listed below are the year-to-date crime statistic comparisons for the City of Calabasas for the month of November 2017.

I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2017	YTD 2016	CHANGE
Homicide	0	0	0	0
Rape	3	7	1	6
Robbery				
Armed	0	5	0	5
Strong-Arm	0	3	1	2
Assault	1	3	11	-8
Burglary				
Residential	3	31	49	-18
Business	0	18	21	-3
Garage/Out-Building	2	8	11	-3
Vehicle (locked)	5	49	33	16
Theft				
Grand (\$950 +)	8	42	17	25
Petty	4	64	39	25
Vehicle (unlocked)	7	77	47	30
Grand Theft Vehicle	1	17	20	-3
Arson	0	0	2	-2
Domestic Violence Felony	0	2	0	2
Total Part I Crimes	34	326	252	+74
Percent Change				+29.4%
Domestic Violence Misdemeanor	3	22	21	1

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

II. NOTEWORTHY INCIDENTS

A resident of Westlake Village was arrested for a robbery that occurred in the 26500 block of Agoura Road in the month of March. The suspect was seen by employees loading a shopping cart with laundry detergent and other items. The suspect then pushed the shopping cart towards the exit and made no attempt to pay for the items. An employee approached the suspect in an attempt to stop the suspect from leaving the location. The suspect pushed the shopping cart towards the employee and struck him in the lower body. Another employee followed the suspect who then pulled a knife in a threatening manner at the employee. The suspect then struck the employee with the knife in the forearm and fled in a white Jeep. This suspect was also responsible for committing a theft in the 5700 block of Kanan Road in which he stole laundry detergent also. (17-01560)

Three thefts from unlocked vehicles were reported in the 23600 block of Clover Trail during the same date and time frames. The type of property taken were a laptop, flute, a backpack, credit cards, a wallet, checkbooks, vehicle registration, sunglasses and U.S. currency. No suspect(s) seen or heard. (17-06332, 06339, 06356)

An assault occurred in the 27000 block of Malibu Hills Road. The victim was playing in a basketball league at the location. The victim attempted to assist his brother who was grabbed by another player from the other team from behind in a "bear hug". The suspect, also another player from the other team, punched the victim on the left side of the head with a closed fist. The victim went to a nearby hospital and was treated for facial fractures. The victim was able to get the suspect's name and the investigation is on-going. (17-06505)

III. TRAFFIC

See attached.

IV. AGENDIZED CAR

See attached

V. CRIME PREVENTION

See attached

VI. JUVENILE INTERVENTION TEAM

See attached.

VII. ARREST STATISTICS

The numbers of arrests listed below are the most current available.

	YEAR TO DATE 2017		CURRENT MONTH NOVEMBER	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	4	0	1	0
Robbery	6	0	1	0
Aggravated Assault	1	0	0	0
Burglary	2	0	0	0
Larceny Theft	11	0	0	0
Grand Theft Auto	9	2	0	0
Arson	0	0	0	0
Forgery	0	0	0	0
Fraud and NSF checks	5	0	1	0
Sex Offenses, Felonies	0	0	0	0
Sex Offenses, Misdemeanors	2	0	0	0
Non-Aggravated Assaults	3	1	0	0
Domestic Violence, Felony	0	0	0	0
Domestic Violence, Misd.	12	0	3	0
Weapon Laws	5	2	0	0
Offenses Against Family	1	0	0	0
Narcotics	39	3	3	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	9	0	0	0
Disorderly Conduct	0	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	31	0	2	0
Vehicle/Boating Laws	87	1	14	0
Vandalism	1	0	0	0
Warrants	87	1	9	0
Receiving Stolen Property	2	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	1	2	0	0
Misdemeanors, Miscellaneous	13	0	1	0
ARREST TOTALS	331	12	35	0

Sincerely,

JIM McDONNELL, SHERIFF


 Joshua W. Thai, Captain
 Malibu/Lost Hills Station

**LOST HILLS JUVENILE INTERVENTION UNIT
ACTIVITY REPORT FOR NOVEMBER 2017
CALABASAS**

A. SCHOOL ISSUES

Investigated a fight and a student cutting himself at Calabasas High School.

Presented Cyber citizenship Awareness at Viewpoint and A.E. Wright schools.

B. INTERVENTIONS

Conducted 3 interventions with Viewpoint School students and their families re: drugs and vaping.

C. COMMUNITY / CRIMINAL ISSUES

1. We conducted a monthly parental resource class at Lost Hills Sheriff's Station. This program was developed by our unit and is designed to educate parents about: 1) The current trends in juvenile behavior and delinquency, 2) Alcohol/narcotic awareness and recognition, 3) School policy and campus issues, 4) Gang awareness and negative peer relations, 5) Parental rights and responsibilities and, 6) Parental responses to incorrigible and/or delinquent behavior. We also address the specific concerns relating to the minor's behavior. We educate the minor and their parents of possible criminal behavior and the legal consequences. We offer suggestions and make recommendations to improve the minor's quality of life.
2. Spoke with numerous citizens and parents who called to question various juvenile concerns and issues in the community. We also provide the parents with various juvenile resource programs within our community.
3. We met with the Sylmar Juvenile Court District Attorney regarding the investigation and filing of criminal charges against juvenile offenders.
4. Met with Captain Josh Thai throughout the month in order to keep him up to date regarding our unit's investigations and current juvenile issues within our city.
5. Entered juveniles into the Juvenile Automated Index system for various violations.
6. Made court appearances to testify as witnesses on the part of the People of the State of California and attended court proceedings in cases generated from the City of Calabasas. We also investigated, prepared, and filed cases with the District Attorney's office. We additionally assisted other investigators in the preparation of cases for court.

7. We met with station narcotic detectives on a regular basis to exchange information regarding juvenile and drug related issues. We have worked with the narcotic detectives on several narcotic cases directly and indirectly involving juveniles.
8. Handled the processing and follow-up of various juvenile referrals brought to the attention of this unit (i.e., Juvenile Information Forms, Field Interview Cards, Juvenile Automated Index, and citations for various juvenile contacts with uniform personnel).
9. Conducted our normal checks of juvenile problem areas in the city during weekend evenings and responded to juvenile related calls for service.
10. Updated the Gang Book and briefed the captain on criminal activity trends.
11. Registered 8 sexual predators.
12. Participated in a "Parent Talk" at the Agoura Recreation Center.
13. Attended the community open house at the Lost Hills Station.
14. Attended Calabasas High home football games.



COLLISION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Total Collisions - Excluding Private Property	19	21	236	196	+40
Fatal Collisions	0	0	0	0	0
Injury Collisions	10	2	70	35	+35
Property Collisions	9	19	165	161	+4
Private Property Collisions	2	3	51	41	+10
DUI Collisions with Injuries	1	0	5	0	+5
DUI Collisions with Property Damage	1	2	5	6	-1
Total Pedestrian Collisions	0	0	5	2	+3
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	6	2	+4
Total Hit & Run Collisions	1	4	38	37	+1
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	0	2	0	+2
Hit & Run Property Only	1	4	36	37	-1
CITATION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Traffic Total	320	251	3431	3453	-22
Hazardous Violations	178	104	1843	1522	+321
Non-Hazardous Violations	81	62	585	680	-95
Parking Violations	59	82	974	1230	-256
DUI Arrests	2	3	29	21	+8

*Collision Summary and Citation Summary does not reflect all collisions and citations which were not entered into the database.

**L.A. County Sheriff's Department
Lost Hills & Malibu Station
Monthly Traffic Safety Management Report**

*City of CALABASAS
Date Range Reported: 11/1/2017 to 11/30/2017*

Total No. of Collisions: 19 Injury: 10 Non-Injury: 9 Fatal: 0 Private Property: 2

Total No. of Citations: 259 Hazardous Cites: 178 Non-Hazardous Cites: 81

Collisions by Reporting Districts

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2241	4	at Separate Locations
2242	1	at Las Virgenes Rd and Lost Hills Rd
2243	1	at Las Virgenes Rd and Mureau Rd
2244	1	at Las Virgenes Rd and Lost Hills Rd
2245	2	at Calabasas Rd and Park Granada
	2	at Separate Locations
2246	1	at Calabasas Rd and Rt 101 Sboff/R (E)
2247	1	at Lyndon Dr and Mulholland Hwy
2248	5	at Separate Locations
2249	1	at Canyon Dr and Summit Dr

Collision Occurred Most Frequently On:

<u>Street Name</u>	<u>Number of Collisions</u>
Calabasas Rd	6
3 at Park Granada	
3 at at Separate Locations	
Las Virgenes Rd	5
2 at Lost Hills Rd	
3 at at Separate Locations	
Mulholland Hwy	2
2 at at Separate Locations	

Old Topanga Canyon Rd		1
	1 at Palm Dr	
Park Sorrento		1
	1 at Park Mirasol	
Summit Dr		1
	1 at Canyon Dr	
Valmar Rd		1
	1 at Park Oro	

Primary Collision Factors:

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
22350	Unsafe Speed	4
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	4
22107	Unsafe Turning Movement	3
		3
21703	Following Too Closely	2
23152(b)	Dui, .08 Bac Or Greater	1
23152(a)	Dui; Alcohol	1
22102	Violation U-Turn; Business District	1

Violations Most Frequently Cited:

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
22350	Unsafe Speed	43
4000(a)(1)	Vehicle Registration Required	38
16028(a)	Proof Of Financial Liability-Traffic Accident	29
22450(a)	Failure To Stop For Posted Stop Sign	29
21461(a)	Obey Traffic Control Sign	21
23123(a)	Using Wireless Hand Held Phone While Driving	21
12500(a)	Unlicensed Driver	20
5200(a)	License Plates, Two On A Vehicle Front/Rear	16
14601.1(a)	Driving With Suspended License	15
38300	Off-Highway Vehicle, Disobey Signs	10
22349(a)	Speeding, Excess Of 65 Mph	8
23123.5(a)	Texting While Driving	8
26708(a)(7
24252(a)	Maintain Required Lighting	6
21453(a)	Red Signal; Failure To Stop	3
21658(a)	Lane Straddling; Unsafe Lane Change	3
21950(a)	Yield To Pedestrian In Crosswalk	3
22101(d)	Req'd Or Prohibited Turn; Fail To Obey Sign	3
22107	Unsafe Turning Movement	3
26708.5	Application Of Transparent Material To Windows	3
12951(a)	Drivers License, Not In Possession	2

21703	Following Too Closely	2
23152(a)	Dui; Alcohol	2
21453(c)	Red Arrow; Failure To Obey	1
21460.5(c)	Two-Way Traffic Left Turn Lane	1
21755(a)	Unsafe Passing On Right	1
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	1
22348(b)	Speeding; Excess Of 100 Mph	1
22454(a)	Passing School Bus, Stop When Red Lts Are Flashi	1
22500.1	Parking In Fire Lane	1
22502(a)	Curb Parking With 18 Inches Of Curb	1
22514	Stopping Near Fire Hydrant, 15 Feet Away	1
23111	Lighted Substances On;through On Highway	1
23124(b)	Under 18 Years Old; Using Cellphone While Driving	1
23222(b)	Passenger Possess Open Container	1
24603(a)	Stoplamps: One Required On All Vehicles	1
24603(e)	Stoplamps: Red Light Required	1
26101(b)	Modified Devices- Shall Not Drive Upon Hwy With	1
26710	Defective Windshield & Rear Windows	1
27151	Exhaust System Modified	1
4454(a)	Registration Card Kept With Vehicle	1

Collisions Involving Pedestrians: 0

Most Frequent Violations

Collisions Involving Bicyclists: 0

Most Frequent Violations

**L.A. County Sheriff's Department
Lost Hills & Malibu Station**

Monthly Traffic Collision Report

12/13/2017 City of CALABASAS

Date Range Reported: 11/1/2017 to 11/30/2017

Collisions

Total Non-Injury Collisions	9
Total Injury and Fatal Collisions	10
Total Collisions (Injury + Non-Injury)	19

DUI Collisions

Number of DUI Collisions with Fatalities	0
Number of DUI Collisions with Injuries	1
Number of DUI Collisions Involving Property Damage	1
Total Number of DUI Collision Deaths	0
Total Number of DUI Collision injuries	2
Total Number of DUI Collisions	2
Total Actual Number of DUI Arrests	2

Non-DUI Collisions

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	9
Number of Non-DUI Collisions Involving Property Damage	8
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	10

Vehicle/Pedestrian Collisions

Number of Vehicle/Pedestrian Collisions with Fatalities	0
Number of Vehicle/Pedestrian Collisions with Injuries	0
Total Number of Pedestrian Fatalities	0
Total Number of Pedestrian Injuries	0

Vehicle/Bicycle Collisions

Number of Vehicle/Bicycle Collisions with Fatalities	0
Number of Vehicle/Bicycle Collisions with Injuries	0
Total Number of Vehicle/Bicycle Collision Fatalities	0
Total Number of Vehicle/Bicycle Collision Injuries	0

Hit & Run Collisions

Total Number of Hit & Run Fatalities	0
Total Number of Hit & Run Injuries	0
Total Number of PDO Hit & Run Collisions	1

Traffic Citations

Total Number of Radar Citations Issued	31
Total Number of Bicycle Citations Issued	0
Total Number of Pedestrian Citations Issued	0
Total Number of Safety Belt Citations Issued	0
Total Number of Child Restraint Citations Issued	0
Total Number of Financial Responsibility Citations Issued	29
Total Number of Hazardous Citations Issued	178
Total Number of Non-Hazardous Citations Issued	80
Total Number of Citations Issued	258

Parking Citations

Total Number of Parking Citations Issued	3
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Miscellaneous

Child in Passenger Seat or Belts, Number of Fatalities	
Child in Passenger Seat or Belts, Number of Injuries	
Child Not in Passenger Seat or Belts, Number of Fatalities	
Child Not in Passenger Seat or Belts, Number of Injuries	
Number of Code 3 or Pursuit Collision Fatalities	
Number of Code 3 or Pursuit Collision Injuries	
Number of Patrol Vehicle Rear-End Collisions with Amber On	

Enforcement Index

Enforcement Index	17.8
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**L.A. County Sheriff's Department
Lost Hills & Malibu Station**

From 11/1/2017 to 11/30/2017

Total Collisions: 19

Injury Collisions: 10

Fatal Collisions: 0

Collision Summary Report

12/13/17

Page 1 of 4

917-06290-2245-471	11/2/2017	06:40	Thursday	CALABASAS RD - MUREAU RD	0'	Direction: East	Daylight	Raining	Pty at Fault:1
	Broadside		Other Motor Vehicle	Improper Turning	22102	Hit & Run: No	Complaint of Pain	# Inj: 2	# Killed: 0
Party 1	Driver	West	Making U Turn	Male	Age: 73	2008 CHEVROLET	COBALT	Passenger Car, Station Wagon, Jeep	Complaint of Pain
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Driver	East	Proceeding Straight	Female	Age: 16	2014 MINI	COOPER	Passenger Car, Station Wagon, Jeep	Complaint of Pain
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06314-2245-250	11/3/2017	12:45	Friday	CALABASAS RD - CALABASAS RD	45'	Direction: North	Daylight	Clear	Pty at Fault:1
	Sideswipe		Other Motor Vehicle	Unknown		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	East	Making Left Turn		Age:				No Injury
	Veh Type:		Sobriety: Impairment Not Kno			Assoc Factor: Violation		Not Stated	
Party 2	Driver	West	Other Unsafe Turning	Female	Age: 91	2005 BUICK	LACROSSE	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06337-2243-471	11/5/2017	06:30	Sunday	LAS VIRGENES RD - MUREAU RD	0'	Direction: Not Stated	Daylight	Raining	Pty at Fault:1
	Rear-End		Other Motor Vehicle	Unsafe Speed	22350	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	South	Stopped In Road	Male	Age: 56	2008 GMC	SIERRA	Pickups & Panels	Complaint of Pain
	Veh Type: Pickup Truck		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Driver	South	Slowing/Stopping	Female	Age: 48	2001 BMW	525IT	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06351-2241-471	11/6/2017	09:10	Monday	LAS VIRGENES RD - AGOURA RD	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation	21801(a)	Hit & Run: No	Other Visible Injury	# Inj: 1	# Killed: 0
Party 1	Driver	North	Making Left Turn	Female	Age: 26	2013 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Driver	South	Proceeding Straight	Female	Age: 39	2013 NISSAN	VERSA	Passenger Car, Station Wagon, Jeep	Other Visible Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06355-2247-472	11/6/2017	09:49	Monday	MULHOLLAND HWY - LYNDON DR	1584'	Direction: North	Daylight	Clear	Pty at Fault:1
	Sideswipe		Parked Motor Vehicle	Improper Turning	22107	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	South	Other Unsafe Turning	Female	Age: 51	2006 TOYOTA	HIGHLANDER	Sport Utility Vehicle	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Parked Vehicle	South	Parked		Age:	2014 FORD	F-150	Pickups & Panels	No Injury
	Veh Type: Pickup Truck		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use	
917-06372-2248-471	11/7/2017	07:41	Tuesday	PARK SORRENTO - PARK MIRASOL	280'	Direction: East	Daylight	Cloudy	Pty at Fault:1
	Sideswipe		Parked Motor Vehicle	Unsafe Speed	22350	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0

Party 1	Driver	West	Proceeding Straight	Female	Age: 52	2015 BMW	528I	Passenger Car, Station Wagon, Jeep	Complaint of Pain		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: Inattention	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 2	Parked Vehicle	West	Parked		Age: 2001	HONDA	ACCORD	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use			
917-06379-2244-	11/7/2017	11:05	Tuesday			LAS VIRGENES RD - LOST HILLS RD	1584'	Direction: South	Daylight	Clear	Pty at Fault:1
242	Broadside		Other Motor Vehicle			Driving Under Influence	23152(a)	Hit & Run: No	Other Visible Injury	# Inj: 2	# Killed: 0
Party 1	Driver	South	Making U Turn	Male	Age: 45	2009 VOLKSWAGEN	ROUTAN	Sport Utility Vehicle	Other Visible Injury		
	Veh Type: Passenger Car		Sobriety: HBD Under Influen			Assoc Factor: Violation	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 2	Driver	South	Proceeding Straight	Female	Age: 28	2016 SUBARU	IMPREZA	Passenger Car, Station Wagon, Jeep	Other Visible Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
917-06454-2241-	11/10/2017	23:45	Friday			27050 AGOURA RD - PRIVATE PROPERTY		Direction:	Dark - Street Lig	Clear	Pty at Fault:1
472	Hit Object		Fixed Object			Other Improper Driving		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	South	Parking Maneuver	Male	Age: 36	2015 FORD	EXPLORER	Police Car	No Injury		
	Veh Type: Emergency Vehicle		Sobriety: HNBD			Assoc Factor: Inattention	Lap/Shoulder Harness Used	Cell Phone Not In Use			
917-06460-2245-	11/11/2017	13:56	Saturday			CALABASAS RD - PARK GRANADA	0'	Direction: East	Daylight	Clear	Pty at Fault:1
471	Rear-End		Other Motor Vehicle			Unsafe Speed	22350	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	West	Proceeding Straight	Female	Age: 53	2012 BMW	328I	Passenger Car, Station Wagon, Jeep	Complaint of Pain		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 2	Driver	West	Slowing/Stopping	Male	Age: 19	2004 HONDA	ACCORD	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 3	Driver	West	Slowing/Stopping	Female	Age: 17	2011 VOLKSWAGEN	JETTA	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
917-06517-2246-	11/13/2017	18:10	Monday			CALABASAS RD - RT 101 SBOFF/R (E)	0'	Direction: Not Stated	Dark - Street Lig	Clear	Pty at Fault:1
471	Head-On		Other Motor Vehicle			Auto R/W Violation	21801(a)	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	North	Making Left Turn	Male	Age: 27	2007 MINI	COOPER	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: Entering - Leaving	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 2	Driver	West	Proceeding Straight	Female	Age: 27	2016 LAND ROVER	RANGE ROVER	Sport Utility Vehicle	Complaint of Pain		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: Entering - Leaving	Lap/Shoulder Harness Used	Cell Phone Not In Use			
917-06546-2241-	11/15/2017	03:45	Wednesday			LAS VIRGENES RD - RT 101 NBOFF/R	138'	Direction: East	Dark - Street Lig	Clear	Pty at Fault:1
472	Rear-End		Other Motor Vehicle			Following Too Closely	21703	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	South	Stopped In Road	Female	Age: 24	2012 TOYOTA	SCION	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
Party 2	Driver	South	Proceeding Straight	Female	Age: 21	2012 FORD	FOCUS	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
917-06560-2249-	11/15/2017	15:21	Wednesday			SUMMIT DR - CANYON DR	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
472	Sideswipe		Parked Motor Vehicle			Other Than Driver		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	West	Parked	Male	Age: 61	2000 PETERBILT	3AXL	Truck Tractor	No Injury		
	Veh Type: Truck		Sobriety: HNBD			Assoc Factor: Runaway Vehicle	Lap/Shoulder Harness Not Us	Not Stated			
Party 2	Parked Vehicle		Parked		Age: 2006	AUDI	A4	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent		Not Stated			
Party 3	Parked Vehicle		Parked		Age: 1990	ACURA	GS	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent		Not Stated			

917-06594-2248-472	11/16/2017	20:35	Thursday	VALMAR RD - PARK ORO	0'	Direction: Not Stated	Dark - Street Lig	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation	21801(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	North	Making Left Turn	Male	Age: 16	2006 HONDA	RIDGELINE	Pickups & Panels	No Injury
	Veh Type: Pickup Truck		Sobriety: HNBD			Assoc Factor: Violation	Lap/Shoulder Harness Used	Cell Phone Handheld In Use	
Party 2	Driver	South	Proceeding Straight	Male	Age: 18	2006 BMW	X3	Sport Utility Vehicle	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 3	Driver	South	Proceeding Straight	Female	Age: 46	2015 VOLKSWAGEN	TIGUAN	Sport Utility Vehicle	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06763-2241-250	11/17/2017	14:30	Friday	AGOURA RD - 26510 AGOURA RD		Direction:	Daylight	Clear	Pty at Fault:1
	Sideswipe		Other Motor Vehicle	Improper Turning	22107	Hit & Run: Misde	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	South	Parking Maneuver	Female	Age: 51	2012 VOLKSWAGEN	CC	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HBD Impairment Un			Assoc Factor: Violation	Unknown	Not Stated	
Party 2	Parked Vehicle		Parked		Age:	2015 AUDI	A4	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use	
917-06635-2248-242	11/19/2017	17:15	Sunday	CALABASAS RD - PARK GRANADA	528'	Direction: East	Dark - Street Lig	Clear	Pty at Fault:1
	Rear-End		Motor Vehicle on Othe	Driving Under Influence	23152(b)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1	Driver	East	Proceeding Straight	Male	Age: 21	2002 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HBD Under Influen			Assoc Factor: Violation	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Driver	East	Proceeding Straight	Male	Age: 35	1998 ACURA	INTEGRA	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 3	Driver	East	Proceeding Straight	Female	Age: 35	1987 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
917-06681-2245-471	11/22/2017	00:08	Wednesday	CALABASAS RD - PARK GRANADA	30'	Direction: East	Dark - Street Lig	Clear	Pty at Fault:1
	Rear-End		Parked Motor Vehicle	Improper Turning	22107	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	East	Proceeding Straight	Male	Age: 19	2013 CADILLAC	CTS	Passenger Car, Station Wagon, Jeep	Complaint of Pain
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: Inattention	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Parked Vehicle		Parked		Age:	2001 FORD	RANGER	Pickups & Panels	No Injury
	Veh Type: Pickup Truck		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use	
Party 3	Parked Vehicle		Parked		Age:	2017 CHEVROLET	BOLT	Passenger Car, Station Wagon, Jeep	No Injury
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use	
917-06760-2248-471	11/27/2017	08:10	Monday	MULHOLLAND HWY - EDDINGHAM AV	60'	Direction: South	Daylight	Raining	Pty at Fault:1
	Other		Non-Collision	Unsafe Speed	22350	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	South	Making Left Turn	Male	Age: 17	2015 TRIUMPH	675CC	Motorcycle	Complaint of Pain
	Veh Type: Motorcycle		Sobriety: HNBD			Assoc Factor: None Apparent		Not Stated	
917-06768-2242-471	11/27/2017	17:23	Monday	LAS VIRGENES RD - LOST HILLS RD	0'	Direction: Not Stated	Dark - Street Lig	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation	21801(a)	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1	Driver	North	Making Left Turn	Male	Age: 66	2008 GMC	YUKON	Sport Utility Vehicle	No Injury
	Veh Type: Passenger Car		Sobriety: Impairment Not Kno			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	
Party 2	Driver	South	Proceeding Straight	Male	Age: 20	1989 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep	Complaint of Pain
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use	

917-06786-2248- 11/28/2017 15:14 Tuesday OLD TOPANGA CANYON RD - PALM DR 0' Direction: Not Stated Daylight Clear Pty at Fault:1
472 Rear-End Other Motor Vehicle Following Too Closely 21703 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0
Party 1 Driver South Proceeding Straight Female Age: 34 2014 CHEVROLET Passenger Car, Station Wagon, Jeep No Injury
 Veh Type: Passenger Car Sobriety: HNBD Assoc Factor: Inattention Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver South Stopped In Road Female Age: 46 2016 TESLA Sport Utility Vehicle No Injury
 Veh Type: Passenger Car Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

Settings for Query:

City: CALABASAS

Sorted By: Date and Time



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 2, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
HEATHER MELTON, LANDSCAPE DISTRICT MANAGER**

SUBJECT: RECOMMENDATION TO AWARD A FIVE YEAR PROFESSIONAL SERVICES AGREEMENT TO VENCO WESTERN INC. FOR LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS, CERTAIN SIDEWALKS, PARKWAYS, AND FREEWAY INTERCHANGES IN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$1,140,051

MEETING

DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

The City Council award a five year Professional Services Agreement to Venco Western, Inc. in an amount not to exceed \$1,140,051.00 plus Consumer Price Index (CPI) increases for the duration of the contract. This is to fund the regular landscape maintenance of the Public Works street medians, sidewalks, parkways and freeway interchanges and any additional required extra work and unforeseen emergencies and weather related events.

BACKGROUND:

The City's previous contractor for this work was VanderGeest Landscape Care, Inc. The original contract was due to expire in February 2018, however in late October 2017, City staff was notified of the untimely death of the business owner and

because of the unfortunate circumstances the business was to be dissolved immediately and would no longer be able to provide the required landscape maintenance services.

City staff issued an RFP (Request for Proposal) on November 29, 2017, two proposals were received. The proposers were: Azteca Landscape and Venco Western, Inc. with the proposed summaries below:

<u>PROPOSERS</u>	<u>PROPOSED AMOUNT</u>
Venco Western, Inc.	\$213,010.20
Azteca Landscape	\$212,454.84

Based on the Proposer's responses the RFP, history statement and working relationship from the past, the Landscape Division recommends the contract be awarded to Venco Western, Inc.

Venco Western, Inc. currently provides landscape services for LMD 22 HOA and all of the City Parks. The contractor has a productive relationship with City staff and members of the community.

Staff is requesting \$1,140,051.00 to fund the FY 2017-18 year and the four subsequent years thereafter through the expiration of the contract in FY 2022-23 for regularly scheduled landscape maintenance plus CPI increases and additional required extra work within the City of Calabasas.

DISCUSSION/ANALYSIS:

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

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from the City's general fund will be utilized for this work. Staff requests funding be approved and the budget be adjusted accordingly.

REQUESTED ACTION:

The City Council award a five year Professional Services Agreement to Venco Western, Inc. in an amount not to exceed \$1,140,051.00 plus Consumer Price Index (CPI) increases for the duration of the contract. This is to fund the regular landscape maintenance of the Public Works street medians, sidewalks, parkways and freeway interchanges and any additional required extra work and unforeseen emergencies and weather related events.

ATTACHMENT A - Professional Services Agreement

ITEM 5 ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Venco Western, Inc.)**

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s 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 fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **February 1, 2018.**
- 3.4 “Expiration Date”: **January 31, 2023.**

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Million One Hundred Forty Thousand Fifty One Dollars (\$1,140,051.00)** 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. **Linda Burr** 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

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Venco Western, Inc.**

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.

Note: If this contract provides service to a Home Owners Association, that Home Owners Association must be listed as an additional insured in addition to the City.

- 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: **Heather Melton, Landscape Manager**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Ave.
Oxnard, CA 93030
Attn: Linda Burr
Telephone: (805)981-2400
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
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

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Venco Western, Inc.**

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.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Venco Western, Inc.

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

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

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

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Venco Western, Inc.

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
Fred Gaines, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

By: _____
Peter R. Christl, CFO

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC

Date: _____

EXHIBIT A
SCOPE OF WORK & FEE SCHEDULE

COST-BREAKDOWN SCHEDULES

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

DECEMBER 2017

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

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

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

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

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

NAME OF LANDSCAPE MAINTENANCE COMPANY: VEICO WESTERN INC.

CONTRACTOR'S LICENSE NO.: 027 562295

AUTHORIZED SIGNATURE: Keith D. Ben

TITLE: President

DATE: Dec. 15, 2017

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

IN THE CITY OF CALABASAS, CALIFORNIA

MISCELLANEOUS MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 10.00	52	\$ 520.00
2.	Walk through inspection with City representative.	LS	1	\$ 10.00	12	\$ 520.00
3.	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	1265	\$.0001	52	\$ 657.80
4.	Litter, mulching (as needed), weeding.	100 SF	760	\$.001	52	\$ 3952.00
5.	Insect, disease, pest, and rodent control.	LS	1	\$ 200.00	*As required	\$ 200.00
LAWN AREAS						
6.	Mowing and edging.	100 SF	95	\$.001	45	\$ 427.50
7.	Fertilization.	100 SF	95	\$.002	4	\$ 76.00
8.	Weed control chemical.	100 SF	95	\$.001	3	\$ 427.50
9.	Aeration.	LS	1	\$ 200.00	*As required	\$ 200.00
10.	Dethatching.	LS	1	\$ 300.00	*As required	\$ 300.00
GROUNDCOVER AND SHRUB AREAS						
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	420	\$.001	52	\$ 2184.00
12.	Shrub pruning in natural form.	100 SF	420	\$.002	12	\$ 1008.00
13.	Edging.	LS	1	\$ 50.00	12	\$ 600.00
14.	Hedge trimming along fence lines, sidewalks, etc.	LS	1	\$ 120.00	12	\$ 1440.00
15.	Fertilization.	100 SF	420	\$.002	4	\$ 336.00
16.	Replace annual color plants.	100 SF	3	\$ 1.00	4	\$ 1200.00
17.	Mulching.	100 SF	420	\$.002	4	\$ 336.00
18.	Watering of round-a-bouts.	EA	7	\$ 20.00	78	\$ 1560.00
TREES						
19.	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 120.00	12	\$ 120.00
20.	Pruning for pedestrian / vehicular clearances.	LS	1	\$ 120.00	12	\$ 120.00

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

IN THE CITY OF CALABASAS, CALIFORNIA

MISCELLANOUS MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
21.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	LS	1	\$ 20.00	12	\$ 240.00
22.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 20.00	12	\$ 240.00
23.	Fertilization.	LS	1	\$ 200.00	4	\$ 800.00
24.	Watering	LS	1	\$ 50.00	156	\$ 7800.00
IRRIGATION SYSTEMS						
25.	Operate, inspect, repair, and adjust/program irrigation systems.	1000 SF	255	\$.0003	52	\$ 3978.00
26.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	255	\$.002	12	\$ 6120.00
27.	Irrigation system audit.	1000 SF	255	\$.002	2	\$ 1020.00
SITE AMENITIES & DOG STATIONS						
28.	Dog Stations (Replace dog bags and trash bags)	EA	3	\$ 10.00	104	\$ 3120.00
29.	Gazebo inspection and cleaning at Las Virgenes Creek.	EA	1	\$ 20.00	52	\$ 1040.00
30.	Trash receptacle emptying and cleaning at Las Virgenes Creek	EA	3	\$ 20.00	104	\$ 2080.00
31.	DG pathways inspection, raking, leveling & replenishing at Las Virgenes Creek	LS	1	\$ 70.00	12	\$ 840.00
32.	Walking trail, weeding, grading, and litter pickup.	SF	6,000	\$.002	52	\$ 624.00
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 44,086.80
TOTAL AMOUNT COST BREAKDOWN IN WORDS						FOURTY FOUR THOUSAND AND EIGHTY SIX DOLLARS AND EIGHTY CENTS

*For multiplication purposes, treat as (1).

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

IN THE CITY OF CALABASAS, CALIFORNIA

LAS VIRGENES RD. MAINTENANCE SOUTH OF 101 FREEWAY						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 50.00	52	\$ 2600.00
2.	Walk through inspection with City representative.	LS	1	\$ 50.00	12	\$ 600.00
3.	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	426	\$.0007	52	\$ 4,430.40
4.	Litter, mulching (as needed), weeding.	LS	1	\$ 20.00	52	\$ 1,040.00
5.	Insect, disease, pest, and rodent control.	LS	1	\$ 25.00	*As required.	\$ 25.00
LAWN AREAS						
6.	Mowing and edging.	100 SF	98	\$.001	52	\$ 509.60
7.	Fertilization.	100 SF	98	\$.002	4	\$ 78.40
8.	Weed control chemical.	100 SF	98	\$.02	3	\$ 588.00
9.	Aeration.	100 SF	98	\$.02	1	\$ 196.00
10.	Dethatching.	100 SF	98	\$.02	1	\$ 196.00
GROUNDCOVER AND SHRUB AREAS						
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	214	\$.01	52 20	\$ 554.00 \$ 11,128.00 ^{UB} 11/2/18
12.	Shrub pruning in natural form.	100 SF	214	\$.03	2	\$ 1,284.00
13.	Edging.	LS	1	\$ 150.00	12	\$ 1800.00
14.	Hedge trimming along fence lines, sidewalks, etc.	LS	1	\$ 100.00	4	\$ 400.00
15.	Fertilization.	100 SF	214	\$.03	4	\$ 2568.00
16.	Replace annual color plants.	100 SF	10	\$ 1.00	4	\$ 4,000.00
17.	Mulching.	100 SF	214	\$.2	52 2	\$ 25,180.00 \$ 8560.00 ^{UB} 11/2/18
TREES						
18.	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 10.00	12	\$ 120.00
19.	Pruning for pedestrian / vehicular clearances.	LS	1	\$ 10.00	12	\$ 120.00

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

IN THE CITY OF CALABASAS, CALIFORNIA

LAS VIRGENES RD. MAINTENANCE SOUTH OF 101 FREEWAY						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
20.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	LS	1	\$ 50.00	12	\$ 600.00
21.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 10.00	12	\$ 120.00
22.	Fertilization.	LS	1	\$ 20.00	4	\$ 80.00
23.	Watering	LS	1	\$ 10.00	156	\$ 1560.00
IRRIGATION SYSTEMS						
24.	Operate, inspect, repair, and adjust/program irrigation systems.	1000 SF	155	\$.002	12 52	\$ 3720.00 \$ 16,140.00
25.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	155	\$.001	12	\$ 1,860.00
26.	Irrigation system audit.	1000 SF	155	\$.001	2	\$ 310.00
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 42,929.00 \$ 78,013.40
TOTAL AMOUNT COST BREAKDOWN IN WORDS						SEVENTY EIGHT THOUSAND AND THIRTEEN DOLLARS AND FORTY CENTS

UB
12/18

UB
12/18

*For multiplication purposes, treat as (1).

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

IN THE CITY OF CALABASAS, CALIFORNIA

MULHOLLAND HWY. MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 20.00	52	\$ 1040.00
2.	Walk through inspection with City representative.	LS	1	\$ 20.00	12	\$ 240.00
3.	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	705	\$.001	52	\$ 3666.00
4.	Litter, mulching (as needed), weeding.	100 SF	302	\$.002	52	\$ 3,140.80
5.	Dog Waste Station (Replace dog bags, and trash bags)	EA	1	\$ 40.00	104	\$ 4,160.00
6.	Insect, disease, pest, and rodent control.	LS	1	\$ 250.00	*As required.	\$ 250.00
LAWN AREAS						
7.	Mowing and edging.	100 SF	527	\$.01	52	\$ 27,404.00
8.	Fertilization.	100 SF	527	\$.05	4	\$ 10,540.00
9.	Weed control chemical.	100 SF	527	\$.01	3	\$ 1581.00
10.	Aeration.	100 SF	527	\$.02	1	\$ 1054.00
11.	Dethatching.	100 SF	527	\$.02	1	\$ 1054.00
GROUNDCOVER AND SHRUB AREAS						
12.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,008	\$.001	52	\$ 5241.60
13.	Shrub pruning in natural form.	100 SF	1,008	\$.003	2	\$ 604.80
14.	Edging.	LS	1	\$ 30.00	12	\$ 360.00
15.	Hedge trimming along fence lines, sidewalks, etc.	LF	1,008	\$.002	4	\$ 806.40
16.	Fertilization.	100 SF	1,008	\$.002	4	\$ 806.40
17.	Replace annual color plants.	100 SF	24	\$.4	4	\$ 3840.00
18.	Mulching.	100 SF	1,008	\$.002	6	\$ 1209.60
TREES						
19.	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 10.00	12	\$ 120.00
20.	Pruning for pedestrian / vehicular clearances.	LS	1	\$ 10.00	12	\$ 120.00

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

IN THE CITY OF CALABASAS, CALIFORNIA

MULHOLLAND HWY. MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
21.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	LS	1	\$ 5.00	12	\$ 72.00
22.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 5.00	12	\$ 72.00
23.	Fertilization.	LS	1	\$ 200.00	4	\$ 800.00
24.	Watering	LS	1	\$ 30.00	156	\$ 4680.00
IRRIGATION SYSTEMS						
25.	Operate, inspect, repair, and adjust/program irrigation systems.	1000 SF	155	\$.001	52	\$ 8060.00
26.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	155	\$.0001	12	\$ 186.00
27.	Irrigation system audit.	1000 SF	155	\$.001	2	\$ 3110.00
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$84,217.80
TOTAL AMOUNT COST BREAKDOWN IN WORDS <u>EIGHTY FOUR THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND EIGHTY CENTS</u>						

*For multiplication purposes, treat as (1).

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

IN THE CITY OF CALABASAS, CALIFORNIA

FREEWAY INTERCHANGES MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 20.00	52	\$ 1040.00
2.	Walk through inspection with City representative.	LS	1	\$ 20.00	12	\$ 1040.00
3.	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	60	\$.001	52	\$ 312.00
4.	Litter, mulching (as needed), weeding.	100 SF	2,026	\$.052	52	\$ 10,535.20
5.	Insect, disease, pest, and rodent control.	LS	1	\$ 200.00	*As required.	\$ 200.00
GROUND COVER AND SHRUB AREAS						
6.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,403	\$.001	52	\$ 7,295.60
7.	Shrub pruning in natural form.	100 SF	1,403	\$.01	2	\$ 2860.00
8.	Edging.	LS	1	\$ 30.00	12	\$ 360.00
9.	Fertilization.	100 SF	1,403	\$.003	4	\$ 1,683.60
10.	Mulching.	100 SF	1,403	\$.001	6	\$ 841.80
TREES						
11.	Inspect for damage and/or special needs for safety and health.	EA	165	\$ 2.00	12	\$ 3960.00
12.	Pruning for pedestrian / vehicular clearances.	EA	165	\$ 2.00	12	\$ 3960.00
13.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	EA	165	\$ 1.00	12	\$ 1980.00
14.	Inspect and adjust tree stakes, ties and guys.	EA	165	\$ 1.00	12	\$ 1980.00
15.	Fertilization.	EA	165	\$ 3.00	4	\$ 1980.00
IRRIGATION SYSTEMS						
16.	Operate, inspect, repair, and adjust/program irrigation systems.	1000 SF	141	\$.0001	52	\$ 733.20
17.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	141	\$.0001	12	\$ 733.20
18.	Irrigation system audit.	1000 SF	141	\$.001	2	\$ 282.00

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

IN THE CITY OF CALABASAS, CALIFORNIA

FREEWAY INTERCHANGES MAINTENANCE						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 41,776.60
TOTAL AMOUNT COST BREAKDOWN IN WORDS <u>FOURTY ONE THOUSAND</u>						
<u>SEVEN HUNDRED SEVENTY SIX DOLLARS AND SIXTY CENTS</u>						

*For multiplication purposes, treat as (1).

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

IN THE CITY OF CALABASAS, CALIFORNIA

PUBLIC WORKS COST BREAKDOWN TOTAL

COST BREAKDOWN TITLE FOR PUBLIC WORKS	COST BREAKDOWN TOTAL
MISCELLANOUS MAINTENANCE LOCATIONS	\$ 44,086.80
LAS VIRGENES RD. SOUTH OF 101 FREEWAY MAINTENANCE	\$ 78,013.40 # 42,929.00 UB 1/2/18
MULHOLLAND HWY MAINTENANCE	\$ 84,217.80
FREEWAY INTERCHANGES MAINTENANCE	\$ 41,776.60
TOTAL AMOUNT OF FOUR COST BREAKDOWNS IN FIGURES	\$ 248,094.60 # 213,010.20 UB 1/2/18
TOTAL AMOUNT OF FOUR COST BREAKDOWNS IN WORDS:	
TWO HUNDRED FORTY EIGHT THOUSAND NINETY FOUR DOLLARS AND SIXTY CENTS	

Note: The total combined cost of the four Cost Breakdowns will be considered the base bid.

NAME OF LANDSCAPE MAINTENANCE FIRM:

Venco Western, Inc.

CONTRACTOR'S LICENSE NUMBER: C-27 562295

AUTHORIZED SIGNATURE: *Michael Bon*

TITLE: President

DATE: December 15, 2017

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

IN THE CITY OF CALABASAS, CALIFORNIA

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

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 10%				
2.	Landscape Irrigation Technician: Hourly Rate:			\$ 38.00	EA
3.	Pop-up sprinkler / replace (Like Kind)	4"	@	\$ 18.00	EA
		6"	@	\$ 24.00	EA
		12"	@	\$ 28.00	EA
4.	Pop-up gear drive sprinkler / replace	4"	@	\$ 68.00	EA
		6"	@	\$ 78.00	EA
		12"	@	\$ 90.00	EA
5.	Fixed shrub sprinkler / replace	4"	@	\$ 30.00	EA
		6"	@	\$ 40.00	EA
		12"	@	\$ 90.00	EA
6.	570Z-PS-4P-PRX-COM-E-PRN-TA	4"	@	\$ 32.00	EA
		6"	@	\$ 50.00	EA
		12"	@	\$ 90.00	EA
7.	Fixed shrub gear driven sprinkler / replace	4"	@	\$ 30.00	EA
		6"	@	\$ 45.00	EA
		12"	@	\$ 90.00	EA
8.	570Z-PS-4P-PRX-COM-E- O-T-8Q, O-T-8T, O-T-8H	4"	@	\$ 32.00	EA
		6"	@	\$ 42.00	EA
		12"	@	\$ 89.00	EA
9.	Remote Control Valve Buckner/Superior 950 DWIB-RW	¾"	@	\$ 250.00	EA
		1"	@	\$ 275.00	EA
		1 ½"	@	\$ 325.00	EA
		2"	@	\$ 350.00	EA
				\$	EA
10.	Master Valve Buckner/Superior 950 PRS-RW	¾"	@	\$ 275.00	EA
		1"	@	\$ 375.00	EA
		1 ½"	@	\$ 425.00	EA
		2"	@	\$ 650.00	EA
11.	Master Valve Buckner/Superior 3200 or 3300 RW Series	¾"	@	\$ 300.00	EA
		1"	@	\$ 285.00	EA
		1 ½"	@	\$ 450.00	EA
		2"	@	\$ 500.00	EA
12.	Flow Sensor (RainMaster Brass)	1 ½"	@	\$ 850.00	EA
		2"	@	\$ 1050.00	EA
13.	(POC) Point of Connection Pressure Reducing Valve: Wilkins 500XL	1"	@	\$ 375.00	EA
		1 ½"	@	\$ 1050.00	EA
		2"	@	\$ 1100.00	EA
14.	(POC) Wye Strainer Wilkins Model YB (Bronze)	1"	@	\$ 250.00	EA
		1 ½"	@	\$ 300.00	EA
		2"	@	\$ 385.00	EA
15.	Gate Valve NIBCO Bronze Non-Rising Stem T-113	1 ½"	@	\$ 350.00	EA
		2"	@	\$ 475.00	EA

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

IN THE CITY OF CALABASAS, CALIFORNIA

Item No.	Description		Unit Price	Unit	
		2 1/2"	@	\$	EA
		3 1/2"	@	\$	EA
16.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 20.00	EA
17.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 38.00	EA
18.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 35.00	EA
19.	5-gal tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 55.00	EA
20.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 180.00	EA
21.	24" box tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 385.00	EA
22.	36" box tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 867.00	EA
23.	48" box tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 1700.00	EA
24.	Hand watering of tree well		@	\$ 22.00	EA
25.	Flat of ground cover install		@	\$ 36.00	EA
26.	Flat of 4" pot annual color		@	\$ 39.00	EA
27.	Planter bed mulch in place		@	\$ 57.00	/Cubic Yard
28.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 230.00	/1,000 Sq. Ft.
29.	Turf aeration		@	\$ 66.00	/1,000 Sq. Ft.
30.	Additional Landscape Labor		@	\$ 35.00	/Manhour
31.	Additional Landscape Supervisor		@	\$ 60.00	/Manhour
32.	Hourly Rate for Contractor Irrigation Technician		@	\$ 45.00	/Manhour
33.	Hourly Rate for Contractor Irrigation Laborer		@	\$ 33.00	/Manhour
34.	Additional mowing		@	\$.90	/100 Sq. Ft.
35.	Sod Installation (Includes Soil Preparation & Grading).		@	\$ 2.25	SF
36.	Seed Installation (Includes Soil Preparation, Seed, & Top Dressing).		@	\$.75	SF
37.	Fertilization (shrub bed & turf)		@	\$ 50.5.00	AS/Acre
38.	Soil test and analysis		@	\$ 175.00	Unit
39.	Plant tissue analysis		@	\$ 175.00	Unit
40.	Plant pathology test		@	\$ 350.00	Unit
41.	Backflow prevention device inspection		@	\$ 350.00	Unit
42.	Pesticide application on trees for disease control		@	\$ 160.00	EA
43.	Landscape Design Services		@	\$ 150.00	Hour
44.	Submit disease/pest control records to county agricultural commissioner		@	\$ 75.00	Per occurrence
45.	Insect, disease and rodent control		@	\$ 120.00	10,000 Sq. Ft.
46.	Future Green Street Maintenance City of Calabasas Web Site for Locations		@	\$ 103	/1,000 Sq. Ft.

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

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)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 21, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO AWARD A FIVE YEAR PROFESSIONAL SERVICES AGREEMENT TO AZTECA LANDSCAPE FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27, & 32 IN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$750,000

MEETING

DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

Recommendation to award a five year Professional Services Agreement to Azteca Landscape for the Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27 & 32 within the City of Calabasas, in an amount not to exceed \$750,000 which includes the Consumer Price Index (CPI) increase and any unforeseen emergencies and weather related events that will require extra work over the next five years.

BACKGROUND:

The City's current contractor for this work was Vandergeest Landscape Care, Inc. The professional services agreement was for two (2) years with three (3) one (1)

year agreement extensions, for a total period of five (5) years. That contract will expire in February 2018.

The new agreement will be a five (5) year contract. Staff prepared the proposal documents, reviewed and evaluated the submitted proposals.

DISCUSSION/ANALYSIS:

In general, the scope of this contract consists of, but is not limited to, landscape maintenance of parkways, median islands and open space slopes, including mowing and edging, weeding, sweeping, pruning of shrubs, groundcovers care, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the work area maps that are a part of and included in the Professional Services Agreement.

The City Attorney has determined to appropriate to classify the Landscape Maintenance of Common Areas Outside Individual Homeowner Associations and Commercial Properties within the Landscape Maintenance Districts 24, 27 & 32 contract as maintenance work and not as a Capital Improvement Project. Therefore, this contract qualified to be advertised as a Request For Proposal (RFP), which does not require a public bid process. Consequently the City is not required to award the contract on the basis of the lowest bid, but will make an award in the best interest of the City and within available budgets after all of the factors had been evaluated.

In late October 2017 the City had been notified that the current contractor (Vandergeest Landscape Care, Inc.) were terminating their contract effective immediately due to a sudden and unexpected circumstance. They were “closing their doors” and the company would be dissolved. City staff immediately prepared the RFP documents in order to find/locate a new service provider so that maintenance services would resume and commence as quickly as possible to defer any additional delays.

On November 29, 2017 the RFP was made public. Three proposals were received. The proposers were: Azteca Landscape, Venco Western, Inc. and Parkwood Landscape Maintenance, Inc. with the proposed summaries below:

<u>PROPOSERS</u>	<u>PROPOSED AMOUNT</u>
Azteca Landscape	\$138,475.07
Venco Western, Inc.	\$197,741.24
Parkwood Landscape Maintenance, Inc.	\$214,665.22

Based on the Proposer's responses the RFP, history statement and working relationship from the past, the Landscape Division recommends the contracts be awarded to Azteca Landscape.

Azteca Landscape currently provides landscape services for the City for one HOA (Oak Park). The contractor has a productive relationship with City staff and members of the community.

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from the following funds will be utilized for this work.

Fund 24: Division: 323 – LMD 24

Fund 27: Division: 324 – LMD 27

Fund 32: Division: 325 – LMD 32

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

REQUESTED ACTION:

Recommendation to award a five year Professional Services Agreement to Azteca Landscape for the Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27 & 32 within the City of Calabasas, in an amount not to exceed \$750,000 which includes the Consumer Price Index (CPI) increase and any unforeseen emergencies and weather related events that will require extra work over the next five years.

ATTACHMENTS:

ATTACHMENT A – Professional Services Agreement

ITEM 6 ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Azteca Landscape)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27 & 32 within the City of Calabasas.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **December 18, 2017** 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 **December 18, 2017** fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **February 1, 2018.**
- 3.4 “Expiration Date”: **January 31, 2023.**

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 **Seven Hundred Fifty Thousand Dollars (\$750,000)** 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. **Rita Arellanes** 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.

Note: If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 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: **Heather Melton**
Landscape District Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Azteca Landscape
1180 Olympic Dr., Ste. 207
Corona, CA, 92881
Attn: Aurora Farias
Telephone: (909) 673-0889
Facsimile: (909) 673-9192

With courtesy copy to:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
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.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/**Azteca Landscape**

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”
Azteca Landscape

By: _____
Fred Gaines, Mayor

By: _____
Aurora Farias, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC

Date: _____

EXHIBIT A
SCOPE OF WORK & FEE SCHEDULE

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 24						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 25.00	52	\$ 1,300.00
2.	Walk through inspection with LMD representative.	LS	1	\$ 75.00	12	\$ 900.00
3.	Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal.	100 SF	876	\$.07	52	\$ 3,188.64
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 409.30	*As required.	\$ 409.30
LAWN AREAS						
5.	Mowing and edging.	100 SF	788	\$.75	45	\$ 26,595.00
6.	Fertilization.	100 SF	788	\$.50	4	\$ 1,576.00
7.	Weed control (chemical).	100 SF	788	\$.26	3	\$ 614.64
8.	Aeration.	100 SF	788	\$ 1.50	1	\$ 1,182.00
9.	Dethatching.	100 SF	788	\$ 4.50	1	\$ 3,546.00
GROUNDCOVER AND SHRUB AREAS						
10.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	358	\$.30	52	\$ 5,584.80
11.	Shrub pruning in natural form.	100 SF	358	\$.40	2	\$ 286.40
12.	Edging.	LS	1	\$ 9.50	12	\$ 114.00
13.	Hedge trimming along fence lines, sidewalks, etc.	LF	2,125	\$.10	4	\$ 850.00
14.	Fertilization.	100 SF	358	\$.50	4	\$ 716.00
15.	Replace annual color plants.	100 SF	28	\$ 150.00	4	\$ 16,800.00
16.	Mulching.	100 SF	358	\$.55	6	\$ 1,181.40
TREES						
17.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	521	\$.23	12	\$ 1,437.96
18.	Pruning for pedestrian/vehicular clearances.	EA	521	\$.14	12	\$ 875.28

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 24						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
19.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	EA	521	\$.12	12	\$ 750.24
20.	Inspect and adjust tree stakes, ties and guys.	EA	521	\$.09	12	\$ 562.68
21.	Fertilization.	EA	521	\$.10	4	\$ 208.40
PLANTED SLOPES						
22.	Inspect for damage and special needs to maintain health.	100 SF	1,996	\$.02	12	\$ 479.04
23.	Pruning.	100 SF	1,996	\$.42	2	\$ 1,676.64
24.	Edging.	LS	1	\$ 9.50	12	\$ 114.00
25.	Mulching.	100 SF	658	\$.50	6	\$ 1,974.00
26.	Weed control.	100 SF	1,996	\$.03	12	\$ 718.56
27.	Fertilization.	100 SF	1,996	\$.30	4	\$ 2,395.20
IRRIGATION SYSTEMS						
28.	Operate, inspect, repair, and adjust/program irrigation systems.	100 SF	3,179	\$.02	52	\$ 3,306.16
29.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	100 SF	3,179	\$.03	12	\$ 1,144.44
30.	Irrigation system audit.	100 SF	3,179	\$.75	2	\$ 4,768.50
TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES						\$ 85,255.28
TOTAL AMOUNT OF COST BREAKDOWN IN WORDS _____						
EIGHTY FIVE THOUSAND, TWO HUNDRED FIFTY FIVE DOLLARS AND TWENTY EIGHT CENTS.						

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 27						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or account manager, visual/operational.	LS	1	\$ 25.00	52	\$ 1,300.00
2.	Walk through inspection with LMD representative.	LS	1	\$ 75.00	12	\$ 900.00
3.	Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal.	100 SF	597	\$.07	52	\$ 2,173.08
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 309.30	As required.	\$ 309.30
LAWN AREAS						
5.	Mowing and edging.	100 SF	136	\$.75	45	\$ 4,590.00
6.	Fertilization.	100 SF	136	\$.50	4	\$ 272.00
7.	Weed control.	100 SF	136	\$.26	3	\$ 106.08
8.	Aeration.	100 SF	136	\$ 1.50	1	\$ 204.00
9.	Dethatching.	100 SF	136	\$ 4.50	1	\$ 612.00
GROUNDCOVER AND SHRUB AREAS						
10.	Inspect, weed, and clean groundcover and shrub beds.	SF	4075	\$.003	52	\$ 635.70
11.	Shrub pruning in natural form.	SF	4075	\$.004	26	\$ 423.80
12.	Edging.	LS	1	\$ 9.50	12	114.00
13.	Fertilization.	SF	4075	\$.005	4	\$ 81.50
14.	Replace annual color plants.	SF	120	\$ 1.50	4	\$ 720.00
15.	Mulching.	SF	4075	\$.006	6	\$ 146.70
TREES						
16.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	122	\$.23	12	\$ 336.72
17.	Pruning for pedestrian/vehicular clearances.	EA	122	\$.14	12	\$ 204.96

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 27						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
1.	Maintain tree wells and watering basins, including weeding and mulching, leveling, and leveling tree grates.	EA	122	\$.12	12	\$ 175.68
2.	Inspect and adjust tree stakes, ties and guys.	EA	122	\$.09	12	\$ 131.76
3.	Fertilization.	EA	122	\$.10	4	\$ 48.80
4.	Watering.	EA	89	\$.40	104	\$ 3,702.40
IRRIGATION SYSTEMS						
5.	Operate, inspect, repair, and adjust/program irrigation systems.	100 SF	141	\$.02	52	\$ 146.64
6.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	100 SF	141	\$.03	12	\$ 50.76
7.	Irrigation system audit.	100 SF	141	\$.75	1	\$ 105.75
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 17,491.63
TOTAL AMOUNT BREAKDOWN IN WORDS _____						
SEVENTEEN THOUSAND, FOUR HUNDRED NINETY ONE DOLLARS AND SIXTY THREE CENTS						

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 32						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by Contractor's supervisor or accounts manager, visual/operational.	LS	1	\$ 25.00	52	\$ 1,300.00
2.	Walk through inspection with HOA/LMD representative.	LS	1	\$ 75.00	12	\$ 900.00
3.	Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal.	100 SF	973	\$.07	260	\$ 17,708.60
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 209.57	*As required.	\$ 209.57
LAWN AREAS						
5.	Mowing.	100 SF	91	\$.75	45	\$ 3,071.25
6.	Fertilization.	100 SF	91	\$.50	4	\$ 182.00
7.	Weed control.(chemical).	100 SF	91	\$.26	3	\$ 70.98
8.	Aeration.	100 SF	91	\$ 1.50	1	\$ 136.50
9.	Dethatching.	100 SF	91	\$ 4.50	1	\$ 409.50
GROUNDCOVER AND SHRUB AREAS						
10.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	23	\$.30	52	\$ 358.80
11.	Shrub pruning in natural form.	100 SF	23	\$.40	2	\$ 18.40
12.	Edging.	LS	1	\$ 7.50	12	\$ 90.00
13.	Fertilization.	100 SF	23	\$.50	4	\$ 46.00
14.	Replace annual color plants.	SF	365	\$ 1.50	4	\$ 2,190.00
15.	Mulching.	100 SF	23	\$.55	6	\$ 75.90
TREES						
16.	Inspect for damage and/or special needs for safety and health.	EA	262	\$.23	12	\$ 723.12
17.	Pruning for pedestrian / vehicular clearances.	EA	262	\$.14	12	\$ 440.16
18.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	LS	1	\$ 31.44	12	\$ 377.28
19.	Inspect and adjust tree stakes, ties and guys.	EA	262	\$.09	12	\$ 282.96

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT 32						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
20.	Fertilization.	EA	262	\$.10	4	\$ 104.80
21.	Watering.	EA	163	\$.40	104	\$ 6,780.80
IRRIGATION SYSTEMS						
22.	Operate, inspect, repair, and adjust/program irrigation systems.	100 SF	117	\$.02	52	\$ 121.68
23.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	100 SF	117	\$.03	12	\$ 42.13
24.	Irrigation system audit.	100 SF	117	\$.75	1	\$ 87.75
TOTAL AMOUNT BREAKDOWN IN FIGURES						\$ 35,728.18
TOTAL AMOUNT COST BREAKDOWN IN WORDS _____						
THIRTY FIVE THOUSAND, SEVEN HUNDRED TWENTY EIGHT DOLLARS AND EIGHTEEN CENTS						

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

COST BREAKDOWN TOTAL

COST BREAKDOWN TITLE	COST BREAKDOWN TOTAL
LANDSCAPE MAINTENANCE DISTRICT 24	\$ 85,255.28
LANDSCAPE MAINTENANCE DISTRICT 27	\$ 17,491.63
LANDSCAPE MAINTENANCE DISTRICT 32	\$ 23,818.78
LANDSCAPE MAINTENANCE DISTRICT 32 (MALIBU HILLS RD. MEDIUMS)	\$ 11,909.39
TOTAL COST BREAKDOWN OF ALL FOUR COST BREAKDOWNS IN FIGURES	\$ 138,475.07
TOTAL AMOUNT OF ALL FOUR COST BREAKDOWNS IN WORDS:	
ONE HUNDRED THIRTY EIGHT THOUSAND, FOUR HUNDRED SEVENTY FIVE DOLLARS	
AND SEVEN CENTS.	

Note: The total combined cost of all three Cost Breakdowns will be considered the base bid for this contract.

NAME OF LANDSCAPE MAINTENANCE FIRM:

Azteca Landscape

CONTRACTOR'S LICENSE NUMBER: 417003

AUTHORIZED SIGNATURE: 

TITLE: Vice-President/CFO

DATE: 12-18-2017

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit Prices for Additional Work

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 15 %				
2.	Pop-up sprinkler in place repair or replace	4"	@	\$ 17.50	EA
		6"	@	\$ 20.00	EA
		12"	@	\$ 35.00	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4"	@	\$ 45.00	EA
		12"	@	\$ 75.00	EA
4.	Fixed shrub sprinkler in place repair or replace		@	\$ 25.00	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace		@	\$ 45.00	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 10.00	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 17.50	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 35.00	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 65.00	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 95.00	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 350.00	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 900.00	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 3,500.00	EA
14.	Hand watering of tree well		@	\$ 10.00	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 30.00	EA
16.	Flat of 4" pot annual color		@	\$ 25.00	EA
17.	Planter bed mulch in place (city approved)		@	\$ 75.00	/Cubic Yard
18.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 75.00	/1,000 Sq. Ft.
19.	Turf aeration		@	\$ 20.00	/1,000 Sq. Ft.
20.	Additional landscape labor		@	\$ 25.00	/Manhour
21.	Additional landscape supervisor		@	\$ 45.00	/Manhour
22.	Additional mowing		@	\$ 15.00	/100 Sq. Ft.
23.	Sod installation		@	\$ 2.20	SF
24.	Seed installation		@	\$.30	SF
25.	Fertilization (shrub bed & turf)		@	\$ 300.00	AS/Acre
26.	Soil test and analysis		@	\$ 550.00	Unit
27.	Plant tissue analysis		@	\$ 550.00	Unit
28.	Plant pathology test		@	\$ 650.00	Unit
29.	Backflow prevention device inspection		@	\$ 300.00	Unit

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

Item No.	Description		Unit Price	Unit
30.	Pesticide application on trees for disease control	@	\$ 275.00	EA
31.	Landscape Design Services	@	\$ 85.00	Hour
32.	Submit disease/pest control records to county agricultural commissioner	@	\$ 300.00	Per occurrence
33.	Insect, disease and rodent control	@	\$ 150.00	10,000 Sq. Ft.

Note: All Contractor's are required to complete the Unit Price List as part of the RFQ submittal.

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)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 2, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MAUREEN TAMURI AIA, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

SPARKY COHEN, BUILDING OFFICIAL

SUBJECT: INTRODUCTION OF ORDINANCE NO. 2018-358, AMENDING CALABASAS MUNICIPAL CODE SECTION 9.28.010 OF CHAPTER 9.28 RELATED TO LOUD, UNNECESSARY, AND UNUSUAL NOISE, AND ADOPTING A NEW CHAPTER 9.36 RELATING TO UNRULY GATHERINGS

MEETING DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

That the City Council introduces Ordinance No. 2018-358, amending Section 9.28.010 related to Loud, Unnecessary, and Unusual Noise, and adopting a new Chapter 9.36 relating to Unruly Gatherings.

BACKGROUND:

At their meeting of November 8, 2017, the City Council received a report regarding revenue generating activities in single family homes. The Council requested that the staff review the code and strengthen provisions related to illegal commercial activities, especially those disruptive to the quiet enjoyment of residential neighborhoods.

After review with the City Attorney and the City Prosecutor, staff is recommending changes to three areas of the code as follows:

- 1) Revisions to Chapter 9.28.010 Loud, Unnecessary and Unusual Noise clarifying the enforcement provisions;
- 2) Introduction of a new Chapter 9.36 Loud and Unruly Gatherings, which establishes disruptive parties as a public nuisance.
- 3) Revisions to Chapter 5.04 - Motion Picture, Television and Photographic Production, which strengthens administrative procedures for the issuance of permits;
- 4) Various revisions to Chapter 17 Land Development Code related to administrative procedures and land use definitions.

The resolution before you addresses the first two points above. The Media and Community Development Departments are currently reviewing a draft of revisions to the City's Film Permit code, which will be presented to the City Council in January 2018. Additional code amendments to Chapter 17, Land Use, are also under review and will be presented to the Planning Commission for their consideration in February 2018, and thereafter to the City Council.

DISCUSSION/ANALYSIS:

The code modifications and additions outlined in Ordinance No. 2018-358 are directly related to event activities which are disruptive to the quiet enjoyment of the City's residential neighborhoods. They will provide the City and the Sheriff with greater tools to use in code enforcement efforts related to disorderly gatherings.

FISCAL IMPACT/SOURCE OF FUNDING:

The FY 2017/2018 budgets for both the City Attorney and City Prosecutor cover costs for the development of the recommended code revisions.

REQUESTED ACTION:

That the City Council introduce Ordinance No. 2018-358, amending Section 9.28.010 related to Loud, Unnecessary, and Unusual Noise, and adopting a new Chapter 9.36 relating to Unruly Gatherings.

ATTACHMENTS: Ordinance No. 2018-358

**ITEM 7 ATTACHMENT A
ORDINANCE NO. 2018-358**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CALABASAS, CALIFORNIA, AMENDING CALABASAS
MUNICIPAL CODE SECTION 9.28.010 OF CHAPTER
9.28 RELATED TO LOUD, UNNECESSARY AND
UNUSUAL NOISE AND ADOPTING A NEW CHAPTER
9.36 RELATED TO UNRULY GATHERINGS.**

WHEREAS, the City of Calabasas (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws that promote the public health, safety and general welfare of its residents; and

WHEREAS, the City Council finds and declares that some parties or other large gatherings of people frequently become loud and unruly to the point that they constitute a threat to the peace, health, safety, or general welfare of the public as a result of conduct such as one or more of the following: excessive noise, excessive traffic, obstruction of public streets or crowds who have spilled over into public streets, obstruction of rights of way by people or vehicles participating in these large gatherings, public intoxication and consumption of illegal substances, the consumption by and provision of alcohol to minors, fights, disturbances of the peace, vandalism, urinating or defecating in public, and litter; and

WHEREAS, the City Council finds and declares that the Los Angeles County Sheriff's Department and City personnel and other law enforcement personnel are called upon to respond, sometimes on multiple occasions, to locations of such loud or unruly gatherings in order to restore and maintain the peace and protect public safety, causing a burden on City resources, causing delays in law enforcement's ability to respond to regular emergency calls, and compromising community safety; and

WHEREAS, the City Council desires to protect the public health, safety, general welfare, and quiet enjoyment of property in the City by the adoption of this ordinance.

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

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that the adoption of this ordinance

amending the City's noise ordinance, and prohibiting loud and unruly gatherings will have a significant effect on the environment. Accordingly, under the provisions of § 15061(b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

SECTION 3. The City Council hereby amends Calabasas Municipal Code Chapter 9.28 to read as follows, with additions denoted by underlined text and deletions denoted by ~~strike-through text~~:

9.28.010 - Loud, unnecessary and unusual noise.

Notwithstanding any other provisions of this ~~chapter and in addition thereto~~ municipal code that regulate noise, it shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary, and unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standard which may be considered in determining whether a violation of the provisions of this section exists may include, but not be limited to, the following:

- A. The level of noise;
- B. Whether the nature of the noise is usual or unusual;
- C. Whether the origin of the noise is natural or unnatural;
- D. The level and intensity of any background noise;
- E. The proximity of the noise to residential sleeping facilities;
- F. The nature and zoning of the area within which the noise emanates;
- G. The density of the inhabitation of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. The duration of the noise;
- J. Whether the noise is recurrent, intermittent, or constant; and
- K. Whether the noise is produced by a commercial or noncommercial activity.

SECTION 4.The City Council hereby adds Calabasas Municipal Code Chapter 9.36, to read as follows:

Chapter 9.36 –UNRULY GATHERINGS ON RESIDENTIAL PROPERTY
9.36.010 - Definitions

A. For purposes of this chapter, the following definitions shall apply:

1. "Loud or unruly gathering" means a gathering of eight (8) or more persons for a social occasion or any other activity at any residential unit or accessory structure on the same parcel as a residential unit during which loud or unruly conduct occurs.
2. "Responsible person" means and includes without limitation:
 - i. Any person(s) who is present at and rents, leases or otherwise is in charge of the residential unit where a loud or unruly gathering or a gathering that becomes loud and unruly occurs; or
 - ii. Any person(s), including any business, company or entity, who organizes or sponsors a loud or unruly gathering or a gathering that becomes loud and unruly; or
 - iii. Any person(s) who attends or is present at a loud or unruly gathering or a gathering that becomes loud and unruly and engages in loud or unruly conduct.
 - iv. If the responsible person is a juvenile, then the parent(s) or guardian(s) of that juvenile shall also be considered a responsible person.
3. "Residential unit" means any residential "dwelling unit," such as a single-family dwelling or residence, and each unit of all multiple dwelling unit properties that were developed as apartment buildings, duplexes triplexes, fourplexes, cooperatives ("co-ops"), condominiums, or townhomes. A residential unit also includes: (i) any other buildings, structures and improvements on the parcel, as well as balconies, decks, patios, yards, and all other interior and exterior areas; and, (ii) common use or other areas of multiple dwelling unit properties. "Residential Unit" also includes any dwelling unit or other residential structure that has been permitted or used for any transient or short-term commercial use.
4. "Owner" means any person(s), including any natural person, firm, association, organization, partnership, trust, business, corporation, company or other entity, who owns the residential unit where a loud or unruly gathering occurs. "Owner" also includes but is not

limited to: (i) any person who has a possessory or use interest in a residential unit, whether as a lessee, sublessee, licensee, guest, promoter or sponsor, (ii) managers, members, officers, general partners or trustees of an owner; and to, (iii) agents thereof with actual or apparent authority, possession, or control of a residential unit.

5. "Juvenile" means any person under the age of eighteen (18) years old.
6. "Minor" means any person under the age of twenty-one (21) years old.

B. As used in this chapter, "loud or unruly conduct" includes, without limitation, any or all of the following:

1. Loud or other noise from any activity, cause or source that results in a violation of Section 9.28.010 of the municipal code, or any successor provision thereof;
2. Obstruction or congestion (whether partial or complete) of public streets, public rights-of-way, or private streets by persons or vehicles;
3. Obstruction or congestion (whether partial or complete) of fire lanes, emergency access streets, driveways, and fire access zones on properties by people or vehicles;
4. Public drunkenness or drinking in public;
5. The service of alcohol to minors;
6. The service of alcoholic beverages without a State license;
7. Possession and/or consumption of alcohol by minors;
8. Assaults, batteries, fights, domestic violence or other disturbances of the peace;
9. Vandalism or destruction of real or personal property;
10. Littering of any trash, debris, ;bottle, cans or other items of personal property on real property, or on any public right-of-way or other public property;
11. Urinating or defecating in public; or
12. Violation of any local, state, or federal law regulating controlled substances or drug paraphernalia, except that conduct authorized by and compliant with California Health and Safety Code section 11362.1 et seq. shall not be a violation of this Chapter; or
13. Trespassing.

14. Public assemblies in violation of State Fire and Building Codes in combination with one or more other instances of conduct described in this subsection;
 15. Use or maintenance of any device or equipment allowing for the amplification of sound (including but not limited to voice and music) that violates Section 9.28.010, or any successor provision thereof. This subsection shall not apply to alarm or security systems that are installed at a residential unit.
- C. "Loud or unruly conduct" does not include any activity that is protected by Article 1, Section 4 of the California Constitution, protected by the First or Fourteenth Amendments to the United States Constitution, or exclusively regulated by and compliant with the California Alcoholic Beverage Control Act.

9.36.020. Loud or Unruly Gathering—Public Nuisance.

- A. It shall be unlawful and constitute a public nuisance for any owner or responsible person to cause or allow a loud or unruly gathering to occur at any residential unit within the City. A loud or unruly gathering may be abated by the city by all reasonable means, including, but not limited to: (i) an order of a peace officer to an owner or responsible person to immediately terminate the occasion or activity; (ii) an order of a peace officer to all non-resident persons who are engaging in loud or unruly conduct at a gathering to immediately leave the premises; (iii) an order of a peace officer issued under Chapter 9.04; and/or (iv) any other lawful order or abatement method provided for by this Code and applicable law. It shall be unlawful and a violation of this chapter for any person to fail to comply with an order of a peace officer that is issued in connection with a loud or unruly gathering under this section or any other applicable provision of this Code.
- B. Nothing in this section shall be construed to impose liability on an owner, resident of the residential unit, the person in charge of the residential unit, or the organizer or sponsor of the gathering, for the conduct of persons who are present without the express or implied consent of the owner, resident, person in charge of the residential unit or the organizer or sponsor, as long as the owner, resident, person in charge of the residential unit or the organizer or sponsor has taken all available steps necessary to exclude such uninvited persons from the residential unit, such as, prior to the loud or unruly gathering, actively terminating a tenancy as evidenced by a properly served Notice to Quit and/or by an unlawful detainer lawsuit that has been filed with the Los Angeles County Superior Court and served on the defendant(s) prior to the loud or unruly gathering occurring, or filing a police report of a trespasser's presence.

9.36.030 Posting of Notice of Violation Regarding Loud or Unruly Gathering.

- A. A City Code Enforcement Officer or any peace officer responding to a Loud or Unruly Gathering may post, on the front entrance of the Residence at which the Loud or Unruly Gathering occurs, a notice of violation pursuant to the requirements set forth in Section 1.17.040 of this Code
- B. It shall be unlawful for any person to alter, tamper with or deface a posted notice described in Subsection (1) of this Section, or remove it prior to 30 days from the date of the posting.
- C. A copy of the notice posted pursuant to Subsection (1) of this Section and containing a reference to this Chapter 9.36 shall be served on the Owner by personal service or by depositing in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid, addressed to the Owner shown on the County's last equalized property tax assessment roll. Another copy of the notice shall be filed with the City Clerk.

9.36.040 Citation and Other Remedies.

- A. In addition to any other remedies and penalties available under this Code and applicable law, a City Code Enforcement Officer may issue a Citation to the Owner and/or Responsible Person or Persons for a violation of Sections 9.36.020 or 9.36.030, pursuant to the requirements and procedures set forth in Chapter 1.17 of this Code.
- B. As a further alternative and notwithstanding Section 1.17.080 of this Code, a City Code Enforcement Officer may issue a Citation to the Owner and/or Responsible Person or Persons for a violation of Sections 9.36.020 or 9.36.030, without first issuing a Notice of Violation.
- C. Any violation of Sections 9.36.020 or 9.36.030 may be prosecuted as a misdemeanor. In cases where the City Prosecutor elects to criminally prosecute such a violation, the defendant shall be subject to the penalties provided for by this Chapter in addition to the fines, penalties, and maximum term of imprisonment specified in Section 1.16.020 of this code.

9.36.050 Fines and Penalties for Violations.

An Owner and/or Responsible Person issued a Citation for a violation of Sections 9.36.020 or 9.36.030 shall be subject fines and penalties as set by the City Council by resolution.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the

validity of the remaining portions of this Ordinance. The City Council of the City of Calabasas hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. Effective Date:

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

SECTION 7. Certification:

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

PASSED, APPROVED AND ADOPTED this ____ day of January, 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley PC



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 2, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR



SUBJECT: UPDATE ON THE CALABASAS KLUBHOUSE PRESCHOOL PROGRAM

MEETING DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

It is recommended that the City Council discuss the Calabasas Klubhouse Pre School Program and provide direction to staff.

BACKGROUND/DISCUSSION:

Staff has been presenting reports to Council every six months for the past few years in order to keep current calculations on enrollment numbers, revenue and expenditure totals with the intent to take any required action sooner rather than later.

As the CFO presented to the City Council (June 28, 2017) as part of the budget approval process for FY 17/18 & 18/19, the Calabasas Klubhouse Preschool had a surplus for the first time since the school opened in 1999 during FY 16/17.

Revenue	\$1,223,269
Expenditures	\$1,068,127 (Operations/Maintenance & Personnel)
Surplus - \$	\$155,142
Surplus - %	14.5%

The following charts show the enrollment breakdown and revenue by month for our 143 students (83 Residents / 60 Non Residents) for Fiscal Year 17/18:

RESIDENTS	Age; 18-2.6	Ages 2.6-3	Age; 3-4	Age;4-5	Total	18 to 2-year-old Tution	3 to 5 year-old Tution
3 Half Days	1	3	2			\$580.00	\$550.00
3 Full Days		1	1			\$660.00	\$630.00
4 Half Days	1	2	2	2		\$640.00	\$610.00
4 Full Days	1	3	3	9		\$760.00	\$730.00
5 Half Days	2	3	7	1		\$730.00	\$700.00
5 Full Days	13	8	7	11		\$950.00	\$910.00
TOTAL RESIDENTS:	18	20	22	23	83		
NON RESIDENTS	Age; 18-2.6	Ages 2.6-3	Age; 3-4	Age;4-5	Total	2-year-old Tution	3 to 5 year-old Tution
3 Half Days	2	1				\$640.00	\$610.00
3 Full Days		1	3			\$730.00	\$690.00
4 Half Days	1	3	2	2		\$700.00	\$670.00
4 Full Days		1	1	5		\$840.00	\$800.00
5 Half Days	1		1	5		\$810.00	\$770.00
5 Full Days	8	4	12	8		\$1,050.00	\$1,000.00
TOTAL NON-RESIDENTS:	12	10	19	19	60		
Revised 12/13/2017							

MONTH	REVENUE	FY TOTAL
JULY	\$111,731	\$111,731
AUGUST	\$ 87,689	\$199,420
SEPTEMBER	\$ 84,341	\$283,761
OCTOBER	\$101,626	\$385,387
NOVEMBER	\$106,433	\$491,820
DECEMBER	\$ 87,370	\$579,190

Should the trend above continue for the remainder of the FY, which we anticipate it will, FY 17/18 revenue for the Pre School will be approximately \$1,158,380.00.

Revenue	\$1,158,380
Expenditures	\$1,039,100 (Operations/Maintenance & Personnel)
Surplus - \$	\$119,280
Surplus - %	10.3%

It is important to note that the budget surplus for 16/17 and the projected surplus for 17/18 only subsume costs for the Operation/Maintenance & Personnel as they relate to the preschool operation. The budget does not include any costs associated with General Liability Insurance, Facility Mortgage Premiums/COP or Landscape Maintenance to name a few as these costs are covered by other areas of the City's General Fund.

Open enrollment for the 18/19 school year opens in the middle of January which has proved to be very beneficial as we know earlier than in past years our projected enrollment numbers for September.

FISCAL IMPACT/SOURCE OF FUNDING:

The total expenditures are split between accounts in 10-135 and 10-517 based upon personnel costs and supplies and services.

The total revenue is posted to account 10-000-445001.

REQUESTED ACTION:

It is requested that the City Council discuss the Calabasas Klubhouse Pre School Program and provide direction to staff.


ATTACHMENTS: None



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 29, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER 

SUBJECT: INTRODUCTION OF ORDINANCE 2018-359, AMENDING CHAPTER 2.04 OF THE CALABASAS MUNICIPAL CODE RELATING TO CITY COUNCILMEMBER SALARIES.

MEETING DATE: JANUARY 10, 2018

SUMMARY RECOMMENDATION:

That the City Council consider introduction of Ordinance No. 2018-359, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmembers' salaries.

DISCUSSION/ANALYSIS:

California Government Code Sections 36516, 36561.5 and 36937 establish salaries for councilmembers based upon population. These sections also provide for an annual increase of up to five percent for each calendar year from the date of the last adjustment. Since incorporation in 1991, Councilmembers' salaries have been increased three times with effective dates of April 2001, April 2005 and November 2015. The current salary amount for Councilmembers is \$849 per month; pursuant to Government Code Section 36516, an increase to \$976 is permissible.

It should be noted that any increase approved will not be effective until after the November 2018 municipal election.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no financial impact for the current fiscal year 2017-18. Beginning in December 2018 the monthly amount paid to each city councilmember will increase by \$127.

REQUESTED ACTION:

That the City Council review the attached ordinance and, if consistent with the desires of the Council, introduce Ordinance No. 2018-359 with a motion to waive further reading.

ATTACHMENTS:

A. Ordinance No. 2018-359

**ITEM 9 ATTACHMENT
ORDINANCE NO. 2018-359**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING SALARIES
FOR MEMBERS OF THE CITY COUNCIL.**

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

Section 1. Section 2.04.090 of the Calabasas Municipal Code is hereby amended to read as follows:

2.04.090 Councilmember--Salary.

Each member of the City Council shall receive as salary the sum of ***nine hundred seventy-six dollars (\$976)*** per month, as prescribed in Section 36516 of the California Government Code for cities up to and including thirty-five thousand (35,000) in population.

Section 2. Pursuant to Government Code Section 36516.5, this ordinance shall take effect on the first day of the month following the date a councilmember begins a new term of office following the 2018 General Municipal Election.

Section 3. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of January, 2018.

Fred Gaines, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley PC



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
Time: 11:14:06AM
Page 1 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<u>Administrative Services</u>					
100819	12/22/2017	HENRY/CEDRIC//	REIMBURSE EDUC EXPS- FALL 2017	830.00	Administrative Services
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.91	Administrative Services
100703	12/19/2017	US BANK	VISA- KING'S FISH HOUSE	126.13	Administrative Services
100555	11/29/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	122.36	Administrative Services
100585	12/7/2017	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	75.00	Administrative Services
Total Amount for 5 Line Item(s) from Administrative Services				\$1,337.40	
<u>Boards and Commissions</u>					
100703	12/19/2017	US BANK	VISA- RALPHS	44.12	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$44.12	
<u>City Attorney</u>					
100719	12/20/2017	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	13,112.60	City Attorney
100719	12/20/2017	COLANTUONO, HIGHSMITH &	MALIBU CANYON ASSOCIATION	7,177.50	City Attorney
100719	12/20/2017	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	1,637.50	City Attorney
100821	12/22/2017	HOPKINS & CARLEY	LEGAL SERVICES	628.50	City Attorney
Total Amount for 4 Line Item(s) from City Attorney				\$22,556.10	
<u>City Clerk</u>					
100703	12/19/2017	US BANK	VISA- EMBASSY SUITES	348.22	City Clerk
100703	12/19/2017	US BANK	VISA- IIMC	200.00	City Clerk
100703	12/19/2017	US BANK	VISA- APPLE STORE	6.99	City Clerk
100630	12/11/2017	US BANK	VISA- APPLE STORE	6.99	City Clerk
100703	12/19/2017	US BANK	VISA- STAPLES	-22.17	City Clerk
Total Amount for 5 Line Item(s) from City Clerk				\$540.03	
<u>City Council</u>					
100544	11/29/2017	SCOTT ROEB	CATERING- REORG	4,796.10	City Council
100703	12/19/2017	US BANK	VISA- KL WINE	1,842.03	City Council
100690	12/12/2017	VICA	MEMBERSHIP DUES FY 18/19	1,100.00	City Council
100559	12/7/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL - REORG	590.47	City Council





Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 2 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100500	11/29/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL - SOTC	570.09	City Council
100630	12/11/2017	US BANK	VISA- FLORENTYNAS FLOWERS	547.50	City Council
100512	11/29/2017	CALABASAS HIGH SCHOOL	DONATION	250.00	City Council
100703	12/19/2017	US BANK	VISA- BOYS & GIRLS CLUB	200.00	City Council
100703	12/19/2017	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
100630	12/11/2017	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
100828	12/22/2017	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	135.57	City Council
100810	12/22/2017	CR PRINT	LETTERHEAD	116.07	City Council
100810	12/22/2017	CR PRINT	LETTERHEAD	116.07	City Council
100630	12/11/2017	US BANK	VISA- AMAZON.COM	65.68	City Council
100630	12/11/2017	US BANK	VISA- CALABASAS CHAMBER	65.00	City Council
100810	12/22/2017	CR PRINT	BUSINESS CARDS	52.62	City Council
100810	12/22/2017	CR PRINT	BUSINESS CARDS	52.61	City Council
100630	12/11/2017	US BANK	VISA- RALPHS	48.74	City Council
100703	12/19/2017	US BANK	VISA- CONEJO VALLEY CHAMBER	45.00	City Council
100703	12/19/2017	US BANK	VISA- CONEJO VALLEY CHAMBER	45.00	City Council
100703	12/19/2017	US BANK	VISA- AGOURA HILLS REC DEPT	27.00	City Council
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	24.73	City Council
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	22.86	City Council
100720	12/20/2017	CONEJO AWARDS	NAME BADGE	22.52	City Council
100612	12/7/2017	SHAPIRO/DAVID//	REIMB BUSINESS EXPENSES	17.45	City Council
100630	12/11/2017	US BANK	VISA- VONS	17.34	City Council
100630	12/11/2017	US BANK	VISA- PINGG.COM	10.00	City Council
Total Amount for 27 Line Item(s) from City Council				\$11,148.45	

City Management

100703	12/19/2017	US BANK	VISA- SHERATON HOTEL	800.56	City Management
100703	12/19/2017	US BANK	VISA- SHERATON HOTEL	755.08	City Management
100703	12/19/2017	US BANK	VISA- LA PAZ RESTAURANT	240.00	City Management
100703	12/19/2017	US BANK	VISA- LOVI'S DELI	200.48	City Management
100703	12/19/2017	US BANK	VISA- JERSEY MIKES	141.71	City Management
100630	12/11/2017	US BANK	VISA- FRESH BROTHERS	137.61	City Management
100703	12/19/2017	US BANK	VISA- MISSION HILLS FLORIST	137.18	City Management
100703	12/19/2017	US BANK	VISA- TOSCA NOVA	116.36	City Management
100630	12/11/2017	US BANK	VISA- TOSCANOVA	106.24	City Management
100703	12/19/2017	US BANK	VISA- PEDALERS FORK	78.37	City Management



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 3 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- AMERICAN IN BLOOM	50.00	City Management
100703	12/19/2017	US BANK	VISA- SOUTHWEST PARKING	40.00	City Management
100703	12/19/2017	US BANK	VISA- RITE AID	36.02	City Management
100703	12/19/2017	US BANK	VISA- ALBERTSONS	27.29	City Management
100703	12/19/2017	US BANK	VISA- PINGG.COM	10.00	City Management
Total Amount for 15 Line Item(s) from City Management				\$2,876.90	

Civic Center O&M

100840	12/22/2017	SANDSTONE CONSTRUCTION GROUP	STAIR REPAIRS	5,775.00	Civic Center O&M
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,318.81	Civic Center O&M
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,648.43	Civic Center O&M
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,300.30	Civic Center O&M
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,758.30	Civic Center O&M
100657	12/12/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,806.79	Civic Center O&M
100732	12/20/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,845.96	Civic Center O&M
100718	12/20/2017	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
100718	12/20/2017	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
100557	11/29/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	881.52	Civic Center O&M
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	781.02	Civic Center O&M
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	761.70	Civic Center O&M
100776	12/20/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	544.18	Civic Center O&M
100529	11/29/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	537.19	Civic Center O&M
100583	12/7/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
100703	12/19/2017	US BANK	VISA- AMAZON.COM	477.53	Civic Center O&M
100776	12/20/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	439.98	Civic Center O&M
100529	11/29/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	434.32	Civic Center O&M
100726	12/20/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
100770	12/20/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY	235.71	Civic Center O&M
100770	12/20/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY	235.71	Civic Center O&M
100703	12/19/2017	US BANK	VISA- HOME DEPOT	219.98	Civic Center O&M
100746	12/20/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	213.02	Civic Center O&M
100746	12/20/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	172.23	Civic Center O&M
100630	12/11/2017	US BANK	VISA- HOME DEPOT	137.16	Civic Center O&M
100644	12/12/2017	CHEM PRO LABORATORY, INC.	HVAC SERVICE	124.50	Civic Center O&M
100644	12/12/2017	CHEM PRO LABORATORY, INC.	HVAC SERVICE	124.50	Civic Center O&M
100703	12/19/2017	US BANK	VISA- ROADSIDE LUMBER	110.80	Civic Center O&M



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 4 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- ROADSIDE LUMBER	110.80	Civic Center O&M
100703	12/19/2017	US BANK	VISA- HOME DEPOT	90.49	Civic Center O&M
100630	12/11/2017	US BANK	VISA- HOME DEPOT	43.78	Civic Center O&M
100703	12/19/2017	US BANK	VISA- LOWES	26.26	Civic Center O&M
100703	12/19/2017	US BANK	VISA- LOWES	26.26	Civic Center O&M
100630	12/11/2017	US BANK	VISA- ROADSIDE LUMBER	24.83	Civic Center O&M
100630	12/11/2017	US BANK	VISA- ROADSIDE LUMBER	24.83	Civic Center O&M
100703	12/19/2017	US BANK	VISA- BEST BUY	21.44	Civic Center O&M
100703	12/19/2017	US BANK	VISA- RITE AID	2.90	Civic Center O&M
100703	12/19/2017	US BANK	VISA- RITE AID	2.89	Civic Center O&M
Total Amount for 38 Line Item(s) from Civic Center O&M				\$37,807.12	

Community Development

100751	12/20/2017	M6 CONSULTING, INC.	PLAN CHECK SERVICES	43,433.04	Community Development
100665	12/12/2017	M6 CONSULTING, INC.	INSPECTION SERVICES	16,827.50	Community Development
100542	11/29/2017	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	11,078.50	Community Development
100608	12/7/2017	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	9,612.24	Community Development
100714	12/20/2017	CALABASAS CREST LTD	R.A.P.- JAN 2017	6,426.00	Community Development
100542	11/29/2017	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	5,691.36	Community Development
100665	12/12/2017	M6 CONSULTING, INC.	PERMIT SERVICES	5,265.00	Community Development
100608	12/7/2017	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	4,142.75	Community Development
100582	12/7/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
100582	12/7/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
100582	12/7/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
100519	11/29/2017	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	3,956.33	Community Development
100815	12/22/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	2,358.75	Community Development
100523	11/29/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	2,170.72	Community Development
100724	12/20/2017	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,865.00	Community Development
100522	11/29/2017	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,839.06	Community Development
100703	12/19/2017	US BANK	VISA- AIRBNB	1,779.78	Community Development
100581	12/7/2017	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,428.52	Community Development
100724	12/20/2017	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,415.00	Community Development
100703	12/19/2017	US BANK	VISA- AIA	805.00	Community Development
100703	12/19/2017	US BANK	VISA- GREENBUILD CONF	675.00	Community Development
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	419.08	Community Development
100703	12/19/2017	US BANK	VISA- VIRGIN AIRLINES	334.40	Community Development



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 5 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	235.97	Community Development
100727	12/20/2017	FLEYSHMAN/ALBERT//	R.A.P.- JAN 2017	218.00	Community Development
100753	12/20/2017	MEDVETSKY/LINA//	R.A.P.- JAN 2017	218.00	Community Development
100733	12/20/2017	HENDERSON/LYN//	R.A.P.- JAN 2017	218.00	Community Development
100771	12/20/2017	SHAHIR/RAHIM//	R.A.P.- JAN 2017	218.00	Community Development
100787	12/20/2017	YAZDINIAN/SUSAN//	R.A.P.- JAN 2017	218.00	Community Development
100755	12/20/2017	MILES/AUDREY//	R.A.P.- JAN 2017	218.00	Community Development
100749	12/20/2017	LEVY/ESTHER//	R.A.P.- JAN 2017	218.00	Community Development
100577	12/7/2017	CR PRINT	INSPECTION DOOR HANGERS	180.68	Community Development
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	151.93	Community Development
100630	12/11/2017	US BANK	VISA- IAPMO	150.00	Community Development
100649	12/12/2017	CYBERCOPY	COPY/PRINTING SERVICE	145.47	Community Development
100578	12/7/2017	CYBERCOPY	COPY/PRINTING SERVICE	136.05	Community Development
100703	12/19/2017	US BANK	VISA- ICC	135.00	Community Development
100848	12/22/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	131.95	Community Development
100625	12/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	105.08	Community Development
100703	12/19/2017	US BANK	VISA- APA	105.00	Community Development
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	104.79	Community Development
100722	12/20/2017	CYBERCOPY	COPY/PRINTING SERVICE	98.33	Community Development
100780	12/20/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
100724	12/20/2017	DUDEK & ASSOCIATES INC	EIR CONSULTING	90.00	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	70.90	Community Development
100630	12/11/2017	US BANK	VISA- MARMALADE CAFE	67.63	Community Development
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	61.22	Community Development
100807	12/22/2017	COHEN-CUTLER/ANDREW//	REIMB TRAVEL EXP- TRAINING	59.21	Community Development
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	52.51	Community Development
100527	11/29/2017	ICC VENTURA CHAPTER	ICC MEMBERSHIP- S. COHEN	50.00	Community Development
100578	12/7/2017	CYBERCOPY	COPY/PRINTING SERVICE	46.26	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	45.72	Community Development
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	45.72	Community Development
100552	11/29/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
100688	12/12/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	44.62	Community Development
100578	12/7/2017	CYBERCOPY	COPY/PRINTING SERVICE	40.79	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	39.42	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	39.15	Community Development
100649	12/12/2017	CYBERCOPY	COPY/PRINTING SERVICE	38.71	Community Development



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 6 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	38.60	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	37.50	Community Development
100518	11/29/2017	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
100630	12/11/2017	US BANK	VISA- AMAZON.COM	22.10	Community Development
100848	12/22/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	21.88	Community Development
100660	12/12/2017	L.A. CO. ASSESSOR	MAPS AND POSTAGE	18.12	Community Development
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	11.77	Community Development
100812	12/22/2017	CYBERCOPY	COPY/PRINTING SERVICE	10.95	Community Development
100630	12/11/2017	US BANK	VISA- AMAZON.COM	8.55	Community Development
100703	12/19/2017	US BANK	VISA- STAPLES	-13.38	Community Development
Total Amount for 70 Line Item(s) from Community Development				\$137,893.91	

Community Services

100620	12/7/2017	TAYLOR TENNIS COURTS, INC	COURT RESURFACE	14,827.92	Community Services
100572	12/7/2017	COMMAND PERFORMANCE CATERING	CATERING- HOLIDAY GALA	9,554.15	Community Services
100762	12/20/2017	PETROLOCO, LLC	BROCHURE DESIGN- WINTER 2017	5,500.00	Community Services
100595	12/7/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PUMPKIN FEST	3,365.61	Community Services
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,158.66	Community Services
100630	12/11/2017	US BANK	VISA- WEST VALLEY HORSE CTR	2,836.05	Community Services
100668	12/12/2017	MONAHAN/ANN//	RECREATION INSTRUCTOR	2,305.80	Community Services
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,303.50	Community Services
100670	12/12/2017	NICHOLSON/TRISSA//	RECREATION INSTRUCTOR	2,002.00	Community Services
100703	12/19/2017	US BANK	VISA- DAN'S SUPER SUBS	1,931.20	Community Services
100683	12/12/2017	SWAN-MCDONALD/DEBORAH//	RECREATION INSTRUCTOR	1,788.50	Community Services
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,697.50	Community Services
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,483.53	Community Services
100679	12/12/2017	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	1,400.00	Community Services
100657	12/12/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,311.37	Community Services
100521	11/29/2017	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,197.00	Community Services
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	1,188.63	Community Services
100836	12/22/2017	OAKSTONE GLASS CORPORATION	WINDOW REPLACEMENT	1,130.00	Community Services
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,114.37	Community Services
100703	12/19/2017	US BANK	VISA- COSTCO	990.63	Community Services
100813	12/22/2017	DEPARTMENT OF SOCIAL SERVICES	ANNUAL LIC FEE-LUPIN HILL	968.00	Community Services
100630	12/11/2017	US BANK	VISA- FUTURE PRO	910.00	Community Services
100566	12/7/2017	BENDAVID/MICHAEL//	RECREATION INSTRUCTOR	813.40	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 7 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100639	12/12/2017	B & B PLUMBING	PLUMBING REPAIRS- PARKS	795.00	Community Services
100662	12/12/2017	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	735.00	Community Services
100782	12/20/2017	VERGUN/SHANNON JANNETTE//	RECREATION INSTRUCTOR	735.00	Community Services
100748	12/20/2017	LERMA/ANGEL//	RECREATION INSTRUCTOR	716.10	Community Services
100689	12/12/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	703.21	Community Services
100546	11/29/2017	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	700.00	Community Services
100703	12/19/2017	US BANK	VISA- DESCANSO GARDENS	675.00	Community Services
100703	12/19/2017	US BANK	VISA- ADVANCED SIGN & BANNER	658.13	Community Services
100703	12/19/2017	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
100630	12/11/2017	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
100731	12/20/2017	HARRISON/ANNICK//	RECREATION INSTRUCTOR	623.00	Community Services
100809	12/22/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	615.00	Community Services
100557	11/29/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	582.12	Community Services
100703	12/19/2017	US BANK	VISA- DIY	568.46	Community Services
100557	11/29/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	564.10	Community Services
100667	12/12/2017	MCDONALD/BRUCE//	RECREATION INSTRUCTOR	563.50	Community Services
100511	11/29/2017	BLUM/ELIZABETH//	RECREATION INSTRUCTOR	562.10	Community Services
100630	12/11/2017	US BANK	VISA- COSTCO	561.18	Community Services
100693	12/12/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	538.80	Community Services
100574	12/7/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	500.00	Community Services
100613	12/7/2017	SNAP-O-GRAM	PHOTO BOOTH	500.00	Community Services
100785	12/20/2017	WEINSTOCK/ARLENE//	RECREATION INSTRUCTOR	472.50	Community Services
100770	12/20/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	465.94	Community Services
100740	12/20/2017	JACOBS/SAUL//	RECREATION INSTRUCTOR	462.00	Community Services
100703	12/19/2017	US BANK	VISA- HOME DEPOT	456.35	Community Services
100610	12/7/2017	SAN FERNANDO VALLEY SYMPHONY	ENTERTAINMENT- HOLIDAY GALA	450.00	Community Services
100675	12/12/2017	RICH/BOBBIE//	RECREATION INSTRUCTOR	448.00	Community Services
100739	12/20/2017	JACKMAN/ANITA//	RECREATION INSTRUCTOR	423.50	Community Services
100756	12/20/2017	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	420.00	Community Services
100630	12/11/2017	US BANK	VISA- SB COUNTY	405.00	Community Services
100703	12/19/2017	US BANK	VISA- VINEYARD TOURS	396.00	Community Services
100565	12/7/2017	BELSLEY/JAMES//	RECREATION INSTRUCTOR	388.50	Community Services
100703	12/19/2017	US BANK	VISA- ETSY	386.40	Community Services
100618	12/7/2017	SUZDALTSEV/JENNY//	RECREATION INSTRUCTOR	371.70	Community Services
100772	12/20/2017	SHAIFER/KEVIN//	BASKETBALL OFFICIAL	360.00	Community Services
100703	12/19/2017	US BANK	VISA- COFFEE WHOLESAL USA	358.32	Community Services
100610	12/7/2017	SAN FERNANDO VALLEY SYMPHONY	ENTERTAINMENT- HOLIDAY GALA	350.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 8 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- PARTY CITY	346.83	Community Services
100750	12/20/2017	LISH/MARGANIT//	RECREATION INSTRUCTOR	343.00	Community Services
100630	12/11/2017	US BANK	VISA- MICHAELS STORE	340.04	Community Services
100703	12/19/2017	US BANK	VISA- SHARKEY'S RESTAURANT	339.30	Community Services
100734	12/20/2017	HINES/LEONARDO//	BASKETBALL OFFICIAL	330.00	Community Services
100548	11/29/2017	SWING/JAMES//	RECREATION INSTRUCTOR	325.50	Community Services
100627	12/7/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	323.11	Community Services
100703	12/19/2017	US BANK	VISA- L.A. COUNTY	321.85	Community Services
100555	11/29/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	319.65	Community Services
100703	12/19/2017	US BANK	VISA- PARKWAY KABOB	314.00	Community Services
100761	12/20/2017	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
100735	12/20/2017	IMBER/GIL//	BASKETBALL OFFICIAL	300.00	Community Services
100795	12/22/2017	AT&T	TELEPHONE SERVICE	294.26	Community Services
100676	12/12/2017	RYEMON/ROBERT//	RECREATION INSTRUCTOR	285.60	Community Services
100630	12/11/2017	US BANK	VISA- WOODRANCH BBQ	284.65	Community Services
100703	12/19/2017	US BANK	VISA- PROFIX APPLIANCES	276.22	Community Services
100730	12/20/2017	GROSSMAN/BEVEN//	BASKETBALL OFFICIAL	270.00	Community Services
100514	11/29/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
100801	12/22/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
100516	11/29/2017	COOPERSMITH/MADELYNE//	RECREATION INSTRUCTOR	252.00	Community Services
100842	12/22/2017	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	245.00	Community Services
100630	12/11/2017	US BANK	VISA- 7 ELEVEN	243.31	Community Services
100703	12/19/2017	US BANK	VISA- VONS	243.20	Community Services
100703	12/19/2017	US BANK	VISA- CORNER BAKERY	230.00	Community Services
100630	12/11/2017	US BANK	VISA- DIY	229.52	Community Services
100630	12/11/2017	US BANK	VISA- MISSION INN FOUNDATION	225.00	Community Services
100630	12/11/2017	US BANK	VISA- HOME DEPOT	222.54	Community Services
100659	12/12/2017	KARASIK/TRACIE//	RECREATION INSTRUCTOR	214.20	Community Services
100550	11/29/2017	TELLER/BARBARA//	RECREATION INSTRUCTOR	210.00	Community Services
100703	12/19/2017	US BANK	VISA- SHARKEY'S RESTAURANT	209.76	Community Services
100681	12/12/2017	SOFFER/JUDY//	RECREATION INSTRUCTOR	207.00	Community Services
100703	12/19/2017	US BANK	VISA- JOANN STORE	206.84	Community Services
100703	12/19/2017	US BANK	VISA- INT'L PRINTING	206.00	Community Services
100703	12/19/2017	US BANK	VISA- HARBOR FREIGHTS	200.83	Community Services
100630	12/11/2017	US BANK	VISA- SMART & FINAL	196.83	Community Services
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	196.61	Community Services
100703	12/19/2017	US BANK	VISA- BARGAIN BALLOONS	190.52	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 9 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- AMAZON.COM	187.50	Community Services
100703	12/19/2017	US BANK	VISA- CORNER BAKERY	187.00	Community Services
100630	12/11/2017	US BANK	VISA- AMAZON.COM	186.90	Community Services
100651	12/12/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SR CTR	185.00	Community Services
100851	12/22/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	183.46	Community Services
100707	12/20/2017	ALLEN/HARVEY//	BASKETBALL OFFICIAL	180.00	Community Services
100743	12/20/2017	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	180.00	Community Services
100776	12/20/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	173.67	Community Services
100529	11/29/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	171.45	Community Services
100703	12/19/2017	US BANK	VISA- DOMINO'S PIZZA	170.38	Community Services
100742	12/20/2017	KELLER/MICHAEL//	BASKETBALL OFFICIAL	168.00	Community Services
100741	12/20/2017	KAMELI/NEMA//	BASKETBALL OFFICIAL	168.00	Community Services
100630	12/11/2017	US BANK	VISA- BLICK ART	167.86	Community Services
100770	12/20/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY	162.00	Community Services
100703	12/19/2017	US BANK	VISA- WALMART	161.94	Community Services
100703	12/19/2017	US BANK	VISA- AMAZON.COM	160.03	Community Services
100703	12/19/2017	US BANK	VISA- B&H PHOTO	155.95	Community Services
100803	12/22/2017	CANTRELL/ANTHONY//	RECREATION INSTRUCTOR	153.00	Community Services
100630	12/11/2017	US BANK	VISA- HOMEGOODS	151.90	Community Services
100703	12/19/2017	US BANK	VISA- OTC BRANDS	150.94	Community Services
100703	12/19/2017	US BANK	VISA- PEACH JAR	150.00	Community Services
100617	12/7/2017	STEWART/ELIZABETH//	RECREATION INSTRUCTOR	150.00	Community Services
100767	12/20/2017	RAMIREZ/MICHAEL//	BASKETBALL OFFICIAL	150.00	Community Services
100703	12/19/2017	US BANK	VISA- SMART & FINAL	148.89	Community Services
100703	12/19/2017	US BANK	VISA- HOME DEPOT	148.63	Community Services
100703	12/19/2017	US BANK	VISA- DIRECT TV	145.66	Community Services
100630	12/11/2017	US BANK	VISA- DIRECT TV	145.66	Community Services
100679	12/12/2017	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	140.00	Community Services
100703	12/19/2017	US BANK	VISA- TICO'S TACOS	137.42	Community Services
100557	11/29/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	136.41	Community Services
100630	12/11/2017	US BANK	VISA- BIG LOTS	136.31	Community Services
100703	12/19/2017	US BANK	VISA- ARCTIC GLACIER	136.12	Community Services
100703	12/19/2017	US BANK	VISA- THE BROAD	135.00	Community Services
100588	12/7/2017	INNER-I ...SECURITY IN FOCUS	OCT-DEC 2017 MONITORING- DEANZ	135.00	Community Services
100770	12/20/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	135.00	Community Services
100563	12/7/2017	BAKER COMMODITIES INC.	PARK CLEAN-UP	130.00	Community Services
100703	12/19/2017	US BANK	VISA- ANGEL APPLIANCE	129.95	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 10 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- MICHAELS STORE	126.72	Community Services
100703	12/19/2017	US BANK	VISA- BARON BARCLAY	125.65	Community Services
100703	12/19/2017	US BANK	VISA- CAMARILLO RANCH	125.00	Community Services
100703	12/19/2017	US BANK	VISA- MICHAEL'S PIZZA	123.06	Community Services
100565	12/7/2017	BELSLEY/JAMES//	RECREATION INSTRUCTOR	120.40	Community Services
100706	12/20/2017	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	120.00	Community Services
100738	12/20/2017	ISRAEL/BOB//	BASKETBALL OFFICIAL	120.00	Community Services
100703	12/19/2017	US BANK	VISA- RESTROOM STRATEGIC	119.98	Community Services
100703	12/19/2017	US BANK	VISA- 7 ELEVEN	117.21	Community Services
100703	12/19/2017	US BANK	VISA- HOME DEPOT	111.68	Community Services
100703	12/19/2017	US BANK	VISA- TARGET	107.85	Community Services
100703	12/19/2017	US BANK	VISA- GOT HOBBY INC	106.30	Community Services
100571	12/7/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
100570	12/7/2017	CAYNE/STACIE//	RECREATION INSTRUCTOR	105.00	Community Services
100642	12/12/2017	CAYNE/STACIE//	RECREATION INSTRUCTOR	105.00	Community Services
100630	12/11/2017	US BANK	VISA- PARTY CITY	104.92	Community Services
100779	12/20/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	103.19	Community Services
100625	12/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	101.13	Community Services
100630	12/11/2017	US BANK	VISA- HISTORIC MISSION	100.00	Community Services
100703	12/19/2017	US BANK	VISA- DS SERVICES	98.06	Community Services
100822	12/22/2017	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	93.00	Community Services
100703	12/19/2017	US BANK	VISA- STUMPS	92.75	Community Services
100630	12/11/2017	US BANK	VISA- DS SERVICES	91.21	Community Services
100630	12/11/2017	US BANK	VISA- ALBERTSONS	90.73	Community Services
100795	12/22/2017	AT&T	TELEPHONE SERVICE	90.69	Community Services
100703	12/19/2017	US BANK	VISA- IN N OUT	90.45	Community Services
100611	12/7/2017	SECURAL SECURITY CORP	ALARM RESPONSE- SR CTR	90.00	Community Services
100588	12/7/2017	INNER-I ...SECURITY IN FOCUS	OCT-DEC 2017 MONITORING- SRCTR	90.00	Community Services
100777	12/20/2017	STEAMAN/LANCE//	BASKETBALL OFFICIAL	90.00	Community Services
100703	12/19/2017	US BANK	VISA- PARTY CITY	89.92	Community Services
100703	12/19/2017	US BANK	VISA- ZENNIX LIFE	87.15	Community Services
100671	12/12/2017	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
100671	12/12/2017	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
100703	12/19/2017	US BANK	VISA- HOMEGOODS	83.17	Community Services
100703	12/19/2017	US BANK	VISA- TRADER JOE'S	82.64	Community Services
100703	12/19/2017	US BANK	VISA- DOAN'S DESSERT	82.50	Community Services
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	80.94	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 11 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100630	12/11/2017	US BANK	VISA- JERSEY MIKES	78.34	Community Services
100703	12/19/2017	US BANK	VISA- BA BA HA	75.58	Community Services
100703	12/19/2017	US BANK	VISA- DIY	75.52	Community Services
100703	12/19/2017	US BANK	VISA- DANS SUPER SUBS	71.75	Community Services
100703	12/19/2017	US BANK	VISA- LOWES	70.54	Community Services
100637	12/12/2017	AT&T	TELEPHONE SERVICE	68.49	Community Services
100795	12/22/2017	AT&T	TELEPHONE SERVICE	68.48	Community Services
100746	12/20/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	67.98	Community Services
100703	12/19/2017	US BANK	VISA- SOMIS NUT HOUSE	67.68	Community Services
100703	12/19/2017	US BANK	VISA- COSTCO	67.25	Community Services
100703	12/19/2017	US BANK	VISA- HOME DEPOT	65.66	Community Services
100630	12/11/2017	US BANK	VISA- DOLLAR TREE	64.45	Community Services
100703	12/19/2017	US BANK	VISA- MICHAELS STORE	60.35	Community Services
100713	12/20/2017	BILCHIK/DANIEL//	BASKETBALL OFFICIAL	60.00	Community Services
100611	12/7/2017	SECURAL SECURITY CORP	ALARM RESPONSE- DE ANZA	55.02	Community Services
100703	12/19/2017	US BANK	VISA- MICHAELS	51.05	Community Services
100703	12/19/2017	US BANK	VISA- PEACH JAR	50.00	Community Services
100703	12/19/2017	US BANK	VISA- MICHAELS STORE	49.17	Community Services
100630	12/11/2017	US BANK	VISA- USPS	49.00	Community Services
100664	12/12/2017	LUGO/SHARLENE//	RECREATION INSTRUCTOR	48.00	Community Services
100703	12/19/2017	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
100630	12/11/2017	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
100703	12/19/2017	US BANK	VISA- RD FOUR	44.95	Community Services
100703	12/19/2017	US BANK	VISA- ALBERTSONS	37.87	Community Services
100703	12/19/2017	US BANK	VISA- CALABASAS SINCLAIR	37.26	Community Services
100809	12/22/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	36.00	Community Services
100630	12/11/2017	US BANK	VISA- SMART & FINAL	35.16	Community Services
100630	12/11/2017	US BANK	VISA- AMAZON.COM	32.70	Community Services
100630	12/11/2017	US BANK	VISA- KOHLS	27.28	Community Services
100703	12/19/2017	US BANK	VISA- SMART & FINAL	26.36	Community Services
100630	12/11/2017	US BANK	VISA- UNION 76	25.99	Community Services
100703	12/19/2017	US BANK	VISA- COAST RV	24.04	Community Services
100703	12/19/2017	US BANK	VISA- AMAZON.COM	23.96	Community Services
100703	12/19/2017	US BANK	VISA- PARTY CITY	23.55	Community Services
100703	12/19/2017	US BANK	VISA- DIY	22.97	Community Services
100630	12/11/2017	US BANK	VISA- MALIBU LAUNDRY	22.50	Community Services
100630	12/11/2017	US BANK	VISA- WALMART	21.90	Community Services



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 12 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- AGOURA LOCK TECH	21.86	Community Services
100630	12/11/2017	US BANK	VISA- ORCHARD SUPPLY	21.58	Community Services
100703	12/19/2017	US BANK	VISA- GELSON'S MARKET	18.81	Community Services
100703	12/19/2017	US BANK	VISA- HOT SAUCE STOP	18.43	Community Services
100630	12/11/2017	US BANK	VISA- CEDAR VALLEY	18.43	Community Services
100703	12/19/2017	US BANK	VISA- RALPHS	17.43	Community Services
100611	12/7/2017	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSD	16.38	Community Services
100703	12/19/2017	US BANK	VISA- 99 CENTS STORE	16.09	Community Services
100630	12/11/2017	US BANK	VISA- THE BAKER CAFE	13.95	Community Services
100630	12/11/2017	US BANK	VISA- RALPHS	13.93	Community Services
100703	12/19/2017	US BANK	VISA- RALPHS	13.88	Community Services
100703	12/19/2017	US BANK	VISA- KAKE KREATIONS	13.57	Community Services
100703	12/19/2017	US BANK	VISA- DOLLAR TREE	13.07	Community Services
100776	12/20/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	12.16	Community Services
100630	12/11/2017	US BANK	VISA- SMITH PIPE & SUPPLY	10.92	Community Services
100703	12/19/2017	US BANK	VISA- TARGET	10.71	Community Services
100663	12/12/2017	LIVESCAN	FINGERPRINTING SERVICES	10.00	Community Services
100703	12/19/2017	US BANK	VISA- RALPHS	7.19	Community Services
100703	12/19/2017	US BANK	VISA- DOLLAR TREE	6.57	Community Services
100703	12/19/2017	US BANK	VISA- CANVA	1.00	Community Services
100630	12/11/2017	US BANK	VISA- CANVA	1.00	Community Services
100703	12/19/2017	US BANK	VISA- LA CITY PARKING	0.25	Community Services
100703	12/19/2017	US BANK	VISA- AMC PROMENADE	-490.00	Community Services
Total Amount for 231 Line Item(s) from Community Services				\$104,503.20	

Finance

100631	12/12/2017	ADP, INC	PAYROLL PROCESSING	2,779.31	Finance
100705	12/20/2017	ADP, INC	PAYROLL PROCESSING	1,132.00	Finance
100631	12/12/2017	ADP, INC	PAYROLL PROCESSING	1,037.65	Finance
100501	11/29/2017	ADP, INC	PAYROLL PROCESSING	1,036.92	Finance
100587	12/7/2017	GOVERNMENT FINANCE OFFICERS	CAFR AWARD PROGRAM FEE	505.00	Finance
100599	12/7/2017	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
100703	12/19/2017	US BANK	VISA- CSMFO	370.00	Finance
100765	12/20/2017	PRINTING SYSTEMS, INC.	PRINTING - A/P CHECK STOCK	350.60	Finance
100630	12/11/2017	US BANK	VISA- CSMFO	200.00	Finance
100703	12/19/2017	US BANK	VISA- MISSION INN	179.98	Finance



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 13 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100630	12/11/2017	US BANK	VISA- CSMFO	110.00	Finance
100705	12/20/2017	ADP, INC	PAYROLL PROCESSING	56.15	Finance
100703	12/19/2017	US BANK	VISA- SPIGEN	32.16	Finance
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	17.50	Finance
Total Amount for 14 Line Item(s) from Finance				\$8,307.27	

Klubhouse Preschool

100788	12/20/2017	ZEBRA ENTERTAINMENT & EVENTS	KLUBHOUSE EVENTS	3,705.00	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- COSTCO	2,938.46	Klubhouse Preschool
100809	12/22/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	1,435.00	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- COSTCO	1,013.72	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- TARGET	965.83	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- LAKESHORE LEARNING	948.28	Klubhouse Preschool
100555	11/29/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	745.85	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- COSTCO	526.67	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- UNDERWOOD FARMS	476.25	Klubhouse Preschool
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	458.75	Klubhouse Preschool
100557	11/29/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	318.29	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- HOME DEPOT	303.00	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- SNAP-O-GRAM	300.00	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- HOME DEPOT	225.69	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- TARGET	219.55	Klubhouse Preschool
100822	12/22/2017	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	217.00	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- TOYS R US	197.81	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- OTC BRANDS	195.16	Klubhouse Preschool
100784	12/20/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	188.86	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- COSTCO	167.73	Klubhouse Preschool
100795	12/22/2017	AT&T	TELEPHONE SERVICE	159.80	Klubhouse Preschool
100703	12/19/2017	US BANK	VISA- PARTY CITY	149.61	Klubhouse Preschool
100809	12/22/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	84.00	Klubhouse Preschool
100630	12/11/2017	US BANK	VISA- TARGET	76.99	Klubhouse Preschool
100611	12/7/2017	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSD	38.22	Klubhouse Preschool
Total Amount for 25 Line Item(s) from Klubhouse Preschool				\$16,055.52	

Library



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 14 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100715	12/20/2017	CALIFA GROUP	SUBSCRIPTION DUES	2,805.00	Library
100712	12/20/2017	BIBLIOTHECA, LLC	E-BOOKS	2,524.47	Library
100510	11/29/2017	BIBLIOTHECA, LLC	E-BOOKS	2,007.19	Library
100525	11/29/2017	GALE CENGAGE LEARNING	E-BOOKS	1,496.00	Library
100508	11/29/2017	BAKER & TAYLOR	BOOKS-LIBRARY	1,418.09	Library
100768	12/20/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,247.92	Library
100710	12/20/2017	BAKER & TAYLOR	BOOKS-LIBRARY	1,166.35	Library
100786	12/20/2017	WORLD BOOK SCHOOL AND LIBRARY	ENCYCLOPEDIAS- LIBRARY	1,093.91	Library
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	855.31	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	819.79	Library
100760	12/20/2017	OCLC, INC.	MEMBERSHIP DUES- OCT 2017	705.92	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	598.32	Library
100768	12/20/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	526.28	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	470.16	Library
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	436.05	Library
100723	12/20/2017	DEMCO, INC.	LIBRARY SUPPLIES	383.33	Library
100728	12/20/2017	GALE CENGAGE LEARNING	E-BOOKS	382.88	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	363.59	Library
100703	12/19/2017	US BANK	VISA- COSTCO	357.18	Library
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	327.11	Library
100551	11/29/2017	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
100778	12/20/2017	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
100532	11/29/2017	MIDWEST TAPE	DVD'S-LIBRARY	234.02	Library
100630	12/11/2017	US BANK	VISA- ALA	213.00	Library
100506	11/29/2017	AT&T	TELEPHONE SERVICE	201.03	Library
100710	12/20/2017	BAKER & TAYLOR	BOOKS-LIBRARY	197.51	Library
100558	11/29/2017	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
100541	11/29/2017	RECORDED BOOKS, LLC	BOOKS ON CD	177.21	Library
100716	12/20/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
100716	12/20/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
100703	12/19/2017	US BANK	VISA- SMART & FINAL	138.76	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	126.65	Library
100508	11/29/2017	BAKER & TAYLOR	BOOKS-LIBRARY	124.25	Library
100703	12/19/2017	US BANK	VISA- COSTCO	120.41	Library
100630	12/11/2017	US BANK	VISA- BRODART SUPPLIES	110.88	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	93.59	Library
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	90.27	Library



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 15 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100588	12/7/2017	INNER-I ...SECURITY IN FOCUS	OCT-DEC 2017 MONITORING- LIB	90.00	Library
100710	12/20/2017	BAKER & TAYLOR	BOOKS-LIBRARY	85.45	Library
100768	12/20/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
100541	11/29/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.00	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	52.53	Library
100630	12/11/2017	US BANK	VISA- LJL HORN BOOK	49.00	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	45.55	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	45.55	Library
100541	11/29/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	43.33	Library
100802	12/22/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
100768	12/20/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	36.54	Library
100532	11/29/2017	MIDWEST TAPE	DVD'S-LIBRARY	28.84	Library
100710	12/20/2017	BAKER & TAYLOR	BOOKS-LIBRARY	24.92	Library
100768	12/20/2017	RECORDED BOOKS, LLC	BOOKS ON CD	22.83	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.01	Library
100541	11/29/2017	RECORDED BOOKS, LLC	BOOKS ON CD	17.72	Library
100736	12/20/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.08	Library
100710	12/20/2017	BAKER & TAYLOR	BOOKS-LIBRARY	14.11	Library
100764	12/20/2017	PRENAX INC.	MAGAZINE SUBSCRIPTION	13.11	Library
100541	11/29/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	12.01	Library
100703	12/19/2017	US BANK	VISA- RITE AID	7.11	Library
100630	12/11/2017	US BANK	VISA- USPS	6.27	Library
Total Amount for 59 Line Item(s) from Library				\$23,654.15	

LMD #22

100562	12/7/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	36,795.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,600.91	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,000.00	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,925.55	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,561.41	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,728.39	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 16 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,780.00	LMD #22
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,725.00	LMD #22
100638	12/12/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,793.94	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,632.16	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,632.16	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,455.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,257.06	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,138.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,000.04	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,000.04	LMD #22
100602	12/7/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	3,975.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,768.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,662.50	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,403.01	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
100847	12/22/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,689.73	LMD #22
100537	11/29/2017	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	2,500.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,278.29	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,278.29	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,245.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,147.34	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,972.20	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,505.77	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,375.00	LMD #22
100507	11/29/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,265.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD #22
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,231.65	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,148.94	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,106.00	LMD #22



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 17 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,014.41	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	930.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	786.17	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	756.55	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	661.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	577.60	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	549.22	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	522.21	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	517.00	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	517.00	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	517.00	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	517.00	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	515.13	LMD #22
100709	12/20/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	469.80	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	457.94	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	432.84	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	419.91	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	385.00	LMD #22
100507	11/29/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	350.00	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	345.00	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	339.23	LMD #22
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	335.35	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	322.40	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	304.69	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	279.53	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	253.00	LMD #22
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	250.64	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	250.00	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	236.99	LMD #22
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	225.00	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	148.85	LMD #22
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	137.90	LMD #22
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	114.80	LMD #22
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 18 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	78.14	LMD #22
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.99	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.97	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	71.83	LMD #22
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.38	LMD #22
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	47.44	LMD #22
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	38.50	LMD #22
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	12.70	LMD #22
Total Amount for 94 Line Item(s) from LMD #22				\$281,291.74	
<u>LMD #24</u>					
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,063.81	LMD #24
100669	12/12/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	425.00	LMD #24
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	213.95	LMD #24
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	8.20	LMD #24
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	5.58	LMD #24
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	0.91	LMD #24
Total Amount for 6 Line Item(s) from LMD #24				\$3,717.45	
<u>LMD #27</u>					
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.89	LMD #27
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	2.05	LMD #27
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	1.40	LMD #27
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	0.23	LMD #27
Total Amount for 4 Line Item(s) from LMD #27				\$28.57	
<u>LMD #32</u>					
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	696.79	LMD #32
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.62	LMD #32
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	2.05	LMD #32
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	1.40	LMD #32
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	0.23	LMD #32



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 19 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 5 Line Item(s) from LMD #32				\$725.09	
<u>LMD 22 - Common Benefit Area</u>					
100666	12/12/2017	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,365.27	LMD 22 - Common Benefit Area
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,864.32	LMD 22 - Common Benefit Area
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,572.85	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,354.00	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD 22 - Common Benefit Area
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,733.00	LMD 22 - Common Benefit Area
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,701.92	LMD 22 - Common Benefit Area
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,690.50	LMD 22 - Common Benefit Area
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,424.00	LMD 22 - Common Benefit Area
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	945.19	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
100781	12/20/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	419.90	LMD 22 - Common Benefit Area
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	416.00	LMD 22 - Common Benefit Area
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	325.00	LMD 22 - Common Benefit Area
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	233.50	LMD 22 - Common Benefit Area
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	164.08	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	134.54	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	114.63	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	102.26	LMD 22 - Common Benefit Area
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	90.65	LMD 22 - Common Benefit Area
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	77.00	LMD 22 - Common Benefit Area
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	76.12	LMD 22 - Common Benefit Area



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 20 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	19.96	LMD 22 - Common Benefit Area
Total Amount for 34 Line Item(s) from LMD 22 - Common Benefit Area				\$97,035.91	

Media Operations

100762	12/20/2017	PETROLOCO, LLC	CITY NEWSLETTER- WINTER 2017	2,000.00	Media Operations
100630	12/11/2017	US BANK	VISA- CONEJO AWARDS	1,500.00	Media Operations
100703	12/19/2017	US BANK	VISA- SCHOOL OUTFITTERS	1,411.71	Media Operations
100636	12/12/2017	AT&T	TELEPHONE SERVICE	1,111.33	Media Operations
100703	12/19/2017	US BANK	VISA- AMAZON.COM	939.52	Media Operations
100725	12/20/2017	EMBLEM ENTERPRISES, INC.	PATCHES- SOTC	874.91	Media Operations
100655	12/12/2017	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
100841	12/22/2017	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	734.32	Media Operations
100703	12/19/2017	US BANK	VISA- NETWORK SOLUTIONS	679.15	Media Operations
100590	12/7/2017	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
100824	12/22/2017	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
100682	12/12/2017	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	525.00	Media Operations
100600	12/7/2017	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	504.00	Media Operations
100834	12/22/2017	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	504.00	Media Operations
100597	12/7/2017	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.40	Media Operations
100703	12/19/2017	US BANK	VISA- SUPER MEDIA STORE	433.35	Media Operations
100703	12/19/2017	US BANK	VISA- AMAZON.COM	427.42	Media Operations
100778	12/20/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	422.01	Media Operations
100630	12/11/2017	US BANK	VISA- ROSTI TUSCAN KITCHEN	399.62	Media Operations
100778	12/20/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
100703	12/19/2017	US BANK	VISA- AMAZON.COM	274.23	Media Operations
100636	12/12/2017	AT&T	TELEPHONE SERVICE	164.24	Media Operations
100630	12/11/2017	US BANK	VISA- IN MOTION HOSTING	146.87	Media Operations
100630	12/11/2017	US BANK	VISA- AMAZON.COM	128.88	Media Operations
100630	12/11/2017	US BANK	VISA- AMAZON.COM	107.66	Media Operations
100703	12/19/2017	US BANK	VISA- PONG CASE	107.48	Media Operations
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	100.25	Media Operations
100686	12/12/2017	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	99.79	Media Operations
100703	12/19/2017	US BANK	VISA- PONG CASE	96.73	Media Operations
100703	12/19/2017	US BANK	VISA- SCAN NATOA	90.00	Media Operations
100643	12/12/2017	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	85.25	Media Operations
100704	12/20/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 21 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100704	12/20/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100704	12/20/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100704	12/20/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100704	12/20/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100703	12/19/2017	US BANK	VISA- HYATT HOTEL	55.80	Media Operations
100703	12/19/2017	US BANK	VISA- CREATIVE CLOUD	49.99	Media Operations
100630	12/11/2017	US BANK	VISA- ADOBE CREATIVE CLOUD	49.99	Media Operations
100630	12/11/2017	US BANK	VISA- PREMIUM BEAT	49.00	Media Operations
100630	12/11/2017	US BANK	VISA- COSTCO	48.14	Media Operations
100561	12/7/2017	AT&T MOBILITY	TELEPHONE SERVICE	47.01	Media Operations
100796	12/22/2017	AT&T MOBILITY	TELEPHONE SERVICE	47.01	Media Operations
100703	12/19/2017	US BANK	VISA- IN MOTION HOSTING	44.97	Media Operations
100630	12/11/2017	US BANK	VISA- ITUNES.COM	21.27	Media Operations
100630	12/11/2017	US BANK	VISA- L.A TIMES	15.96	Media Operations
100703	12/19/2017	US BANK	VISA- AMAZON.COM	13.99	Media Operations
100703	12/19/2017	US BANK	VISA- LA TIMES	7.96	Media Operations
Total Amount for 48 Line Item(s) from Media Operations				\$17,275.53	

Non-Departmental

100800	12/22/2017	CALABASAS HIGH SCHOOL	TITLE I GRANT	57,242.00	Non-Departmental
100789	12/22/2017	A E WRIGHT MIDDLE SCHOOL PFC	TITLE I GRANT	26,210.00	Non-Departmental
100832	12/22/2017	LUPIN HILL SCHOOL PFC	TITLE I GRANT	24,951.00	Non-Departmental
100800	12/22/2017	CALABASAS HIGH SCHOOL	SCHOOL GRANT	24,000.00	Non-Departmental
100790	12/22/2017	A.C. STELLE MIDDLE SCHOOL PFC	TITLE I GRANT	21,387.00	Non-Departmental
100790	12/22/2017	A.C. STELLE MIDDLE SCHOOL PFC	SCHOOL GRANT	17,000.00	Non-Departmental
100789	12/22/2017	A E WRIGHT MIDDLE SCHOOL PFC	SCHOOL GRANT	17,000.00	Non-Departmental
100806	12/22/2017	CHAPARRAL PFC	TITLE I GRANT	16,984.00	Non-Departmental
100832	12/22/2017	LUPIN HILL SCHOOL PFC	SCHOOL GRANT	12,000.00	Non-Departmental
100806	12/22/2017	CHAPARRAL PFC	SCHOOL GRANT	12,000.00	Non-Departmental
100799	12/22/2017	BAY LAUREL ELEMENTARY SCHOOL	SCHOOL GRANT	12,000.00	Non-Departmental
100799	12/22/2017	BAY LAUREL ELEMENTARY SCHOOL	TITLE I GRANT	9,226.00	Non-Departmental
100841	12/22/2017	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,078.46	Non-Departmental
100737	12/20/2017	IRON MOUNTAIN	STORAGE SERVICES	2,873.56	Non-Departmental
100754	12/20/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	2,310.00	Non-Departmental
100737	12/20/2017	IRON MOUNTAIN	STORAGE SERVICES	2,163.63	Non-Departmental
100737	12/20/2017	IRON MOUNTAIN	STORAGE SERVICES	2,159.57	Non-Departmental



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 22 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100737	12/20/2017	IRON MOUNTAIN	STORAGE SERVICES	2,119.33	Non-Departmental
100758	12/20/2017	NEOFUNDS BY NEOPOST	POSTAGE	2,095.40	Non-Departmental
100703	12/19/2017	US BANK	VISA- LIFE STORE	2,035.00	Non-Departmental
100630	12/11/2017	US BANK	VISA- LIFE STORE	2,035.00	Non-Departmental
100737	12/20/2017	IRON MOUNTAIN	STORAGE SERVICES	2,000.40	Non-Departmental
100721	12/20/2017	CR PRINT	BUSINESS CARDS MASTERS	1,226.40	Non-Departmental
100801	12/22/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental
100630	12/11/2017	US BANK	VISA- COSTCO	705.66	Non-Departmental
100801	12/22/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental
100625	12/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	637.77	Non-Departmental
100802	12/22/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- GPQ10817	636.88	Non-Departmental
100703	12/19/2017	US BANK	VISA- COSTCO	516.31	Non-Departmental
100630	12/11/2017	US BANK	VISA- GELSON'S	484.45	Non-Departmental
100839	12/22/2017	READYREFRESH BY NESTLE	WATER SERVICE	403.60	Non-Departmental
100630	12/11/2017	US BANK	VISA- NATIONAL OFFICE	359.42	Non-Departmental
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	344.84	Non-Departmental
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	340.65	Non-Departmental
100703	12/19/2017	US BANK	VISA- COSTCO	337.85	Non-Departmental
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	336.24	Non-Departmental
100630	12/11/2017	US BANK	VISA- COSTCO	277.24	Non-Departmental
100630	12/11/2017	US BANK	VISA- COFFEE WHOLESAL USA	265.78	Non-Departmental
100630	12/11/2017	US BANK	VISA- AMAZON.COM	210.20	Non-Departmental
100630	12/11/2017	US BANK	VISA- AMAZON.COM	175.00	Non-Departmental
100703	12/19/2017	US BANK	VISA- COFFEE WHOLESAL USA	136.96	Non-Departmental
100703	12/19/2017	US BANK	VISA- SMART & FINAL	132.42	Non-Departmental
100577	12/7/2017	CR PRINT	BUSINESS CARDS	123.19	Non-Departmental
100717	12/20/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
100630	12/11/2017	US BANK	VISA- FRESH BROTHERS	50.00	Non-Departmental
100630	12/11/2017	US BANK	VISA- COFFEE WHOLESAL USA	44.56	Non-Departmental
100534	11/29/2017	NEOFUNDS BY NEOPOST	POSTAGE	39.00	Non-Departmental
100703	12/19/2017	US BANK	VISA- AMAZON.COM	28.59	Non-Departmental
100630	12/11/2017	US BANK	VISA- PICK-UP STIX	25.00	Non-Departmental
100802	12/22/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- GPQ10817	22.57	Non-Departmental
100802	12/22/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	22.28	Non-Departmental
100703	12/19/2017	US BANK	VISA- AMAZON.COM	17.98	Non-Departmental
100653	12/12/2017	FEDERAL EXPRESS CORP.	COURIER SERVICE	17.37	Non-Departmental
100524	11/29/2017	FEDERAL EXPRESS CORP.	COURIER SERVICE	13.50	Non-Departmental



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 23 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100575	12/7/2017	CONEJO AWARDS	NAME BADGE	11.26	Non-Departmental
Total Amount for 55 Line Item(s) from Non-Departmental				\$282,276.85	

Payroll

100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	7,984.89	Payroll
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	4,207.95	Payroll
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	810.68	Payroll
100503	11/29/2017	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	782.00	Payroll
100818	12/22/2017	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100820	12/22/2017	HILL/BOB//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100831	12/22/2017	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100837	12/22/2017	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100849	12/22/2017	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100805	12/22/2017	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100816	12/22/2017	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
100634	12/12/2017	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	345.00	Payroll
100708	12/20/2017	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	184.00	Payroll
100536	11/29/2017	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- DEC 17	54.00	Payroll
Total Amount for 14 Line Item(s) from Payroll				\$19,212.10	

Police / Fire / Safety

100745	12/20/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- NOV 2017	373,541.70	Police / Fire / Safety
100745	12/20/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- NOV 2017	8,798.58	Police / Fire / Safety
100528	11/29/2017	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- OCT 2017	3,608.09	Police / Fire / Safety
100826	12/22/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	3,397.92	Police / Fire / Safety
100826	12/22/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,752.91	Police / Fire / Safety
100745	12/20/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- NOV 2017	387.50	Police / Fire / Safety
100826	12/22/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- LIFECYCLE RIDE	300.22	Police / Fire / Safety
100825	12/22/2017	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	168.36	Police / Fire / Safety
100744	12/20/2017	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	94.60	Police / Fire / Safety
Total Amount for 9 Line Item(s) from Police / Fire / Safety				\$392,049.88	

Public Safety & Emergency Preparedness

100630	12/11/2017	US BANK	VISA- MACKAY COMMUNICATIONS	234.06	Public Safety & Emergency Preparedness
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Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 24 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100630	12/11/2017	US BANK	VISA- AMAZON.COM	147.10	Public Safety & Emergency Preparedness
100605	12/7/2017	PAPA SYSTEM	PAPA RENEWAL FEE - KG6ZRF	125.00	Public Safety & Emergency Preparedness
100703	12/19/2017	US BANK	VISA- COSTCO	98.77	Public Safety & Emergency Preparedness
100703	12/19/2017	US BANK	VISA- STAPLES	78.94	Public Safety & Emergency Preparedness
100630	12/11/2017	US BANK	VISA- STAPLES DIRECT	30.38	Public Safety & Emergency Preparedness
100703	12/19/2017	US BANK	VISA- APPLE STORE	9.99	Public Safety & Emergency Preparedness
Total Amount for 7 Line Item(s) from Public Safety & Emergency Preparedness				\$724.24	

Public Works

100607	12/7/2017	R.C. BECKER & SON, INC.	STORMWATER CONSULTING	142,192.45	Public Works
100632	12/12/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	91,482.00	Public Works
100817	12/22/2017	GREENE TREE CARE	LANDSCAPE SERVICES	49,880.00	Public Works
100674	12/12/2017	R.C. BECKER & SON, INC.	STORMWATER CONSULTING	29,551.50	Public Works
100656	12/12/2017	GREENE TREE CARE	LANDSCAPE SERVICES	27,340.00	Public Works
100513	11/29/2017	CALIFORNIA GREEN CONSULTING	CONSULTING SERVICES	17,550.00	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,908.59	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LV CRK	11,538.54	Public Works
100672	12/12/2017	PRECISION CONCRETE CUTTING	STREET REPAIRS	8,850.94	Public Works
100619	12/7/2017	SWRCB FEES	NPDES PERMIT FEE FY 17/18	8,539.00	Public Works
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,218.28	Public Works
100645	12/12/2017	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,108.84	Public Works
100535	11/29/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,085.00	Public Works
100792	12/22/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	5,990.72	Public Works
100648	12/12/2017	CUSTOM PRINTING, INC.	RECYCLING CALENDARS	5,378.13	Public Works
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,359.48	Public Works
100576	12/7/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	4,022.39	Public Works
100586	12/7/2017	FARASSATI/ALEX//	REIMB- RECYCLING CONTEST	3,500.00	Public Works
100629	12/7/2017	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,080.00	Public Works
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,067.63	Public Works
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,845.33	Public Works
100535	11/29/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,520.00	Public Works
100589	12/7/2017	ISSAKHANI/MARINA//	CONSULTING SERVICES	2,500.00	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,956.00	Public Works
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,892.88	Public Works
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,785.77	Public Works
100729	12/20/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	1,712.50	Public Works



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 25 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100696	12/12/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,395.50	Public Works
100567	12/7/2017	BURNS PACIFIC CONSTRUCTION	MEDIAN IMPROVEMENTS	1,200.00	Public Works
100526	11/29/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	1,164.06	Public Works
100814	12/22/2017	ELECTRO CONSTRUCTION	LIGHT REPAIRS	835.00	Public Works
100835	12/22/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	780.00	Public Works
100759	12/20/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	745.00	Public Works
100602	12/7/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	737.00	Public Works
100509	11/29/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	700.00	Public Works
100696	12/12/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	688.25	Public Works
100759	12/20/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	650.00	Public Works
100609	12/7/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100609	12/7/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100640	12/12/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100711	12/20/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100769	12/20/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100769	12/20/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100798	12/22/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100798	12/22/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	550.90	Public Works
100703	12/19/2017	US BANK	VISA- HOME DEPOT	483.58	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	466.00	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	431.24	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	430.00	Public Works
100509	11/29/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	420.00	Public Works
100635	12/12/2017	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	380.07	Public Works
100635	12/12/2017	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	360.11	Public Works
100669	12/12/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	345.00	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	340.00	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	248.09	Public Works
100703	12/19/2017	US BANK	VISA- AMAZON.COM	212.64	Public Works
100783	12/20/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	202.26	Public Works
100759	12/20/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	200.00	Public Works
100554	11/29/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	199.37	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	190.00	Public Works



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 26 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100669	12/12/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	175.00	Public Works
100747	12/20/2017	LEGACY AWARDS	ENVIRONMENTAL PLAQUE	156.40	Public Works
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	147.51	Public Works
100652	12/12/2017	FARASSATI/ALEX//	REIMB- RECYCLING CONTEST	99.50	Public Works
100696	12/12/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	94.00	Public Works
100623	12/7/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Public Works
100703	12/19/2017	US BANK	VISA- IRWA	85.00	Public Works
100687	12/12/2017	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	84.25	Public Works
100630	12/11/2017	US BANK	VISA- AMAZON.COM	83.60	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	74.00	Public Works
100630	12/11/2017	US BANK	VISA- APWA	65.00	Public Works
100703	12/19/2017	US BANK	VISA- PRINTASTIC	64.00	Public Works
100853	12/22/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	62.25	Public Works
100703	12/19/2017	US BANK	VISA- ACCO BRANDS	59.44	Public Works
100703	12/19/2017	US BANK	VISA- AMAZON.COM	58.48	Public Works
100703	12/19/2017	US BANK	VISA- ALBERTSONS	43.68	Public Works
100703	12/19/2017	US BANK	VISA- SHIRIN'S RESTAURANT	42.00	Public Works
100703	12/19/2017	US BANK	VISA- DIY	38.30	Public Works
100630	12/11/2017	US BANK	VISA- DIY	35.54	Public Works
100630	12/11/2017	US BANK	VISA- APWA	35.00	Public Works
100630	12/11/2017	US BANK	VISA- NACHO'S ORNAMENTAL	32.96	Public Works
100703	12/19/2017	US BANK	VISA- HOME DEPOT	26.21	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	22.00	Public Works
100624	12/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	22.00	Public Works
100555	11/29/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	21.82	Public Works
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	20.00	Public Works
100630	12/11/2017	US BANK	VISA- AMAZON.COM	7.99	Public Works
100703	12/19/2017	US BANK	VISA- DIY	7.64	Public Works
100703	12/19/2017	US BANK	VISA- APPLE STORE	2.99	Public Works
100630	12/11/2017	US BANK	VISA- ITUNES.COM	2.99	Public Works
100703	12/19/2017	US BANK	VISA- JOANN STORE	-35.99	Public Works
Total Amount for 95 Line Item(s) from Public Works				\$490,565.60	

Recoverable / Refund / Liability

100792	12/22/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY (RET)	48,063.39	Recoverable / Refund / Liability
100520	11/29/2017	DOLLINGER PROPERTIES	REFUND RECOVERABLE PROJECT	10,165.32	Recoverable / Refund / Liability



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 27 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100531	11/29/2017	MALAMUT/MICHAEL//	REFUND RECOVERABLE PROJECT	4,379.40	Recoverable / Refund / Liability
100545	11/29/2017	SEQUOIA DEPLOYMENT SVCS, INC.	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
100545	11/29/2017	SEQUOIA DEPLOYMENT SVCS, INC.	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
100533	11/29/2017	MYCOM NORTH AMERICA	REFUND RECOVERABLE PROJECT	1,064.74	Recoverable / Refund / Liability
100604	12/7/2017	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	782.46	Recoverable / Refund / Liability
100539	11/29/2017	PRESCOTT COMMUNICATIONS	REFUND RECOVERABLE PROJECT	697.51	Recoverable / Refund / Liability
100536	11/29/2017	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	605.00	Recoverable / Refund / Liability
100539	11/29/2017	PRESCOTT COMMUNICATIONS	REFUND RECOVERABLE PROJECT	527.42	Recoverable / Refund / Liability
100543	11/29/2017	SALISBURY/BENJAMIN//	REFUND RECOVERABLE PROJECT	500.00	Recoverable / Refund / Liability
100536	11/29/2017	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	422.00	Recoverable / Refund / Liability
100504	11/29/2017	ARMEN/CAMILLE//	REFUND RECOVERABLE PROJECT	287.49	Recoverable / Refund / Liability
100502	11/29/2017	AMBROSE/JERRY//	REFUND RECOVERABLE PROJECT	242.97	Recoverable / Refund / Liability
100549	11/29/2017	SYNERGY	REFUND RECOVERABLE PROJECT	186.72	Recoverable / Refund / Liability
100622	12/7/2017	TRAVINSKI/MICHELLE//	FACILITY RENTAL REFUND	185.00	Recoverable / Refund / Liability
100678	12/12/2017	SHIRAZIAN/FOAD//	RECREATION REFUND	165.00	Recoverable / Refund / Liability
100502	11/29/2017	AMBROSE/JERRY//	REFUND RECOVERABLE PROJECT	139.54	Recoverable / Refund / Liability
100538	11/29/2017	PALM/ KEVIN//	REFUND RECOVERABLE PROJECT	117.50	Recoverable / Refund / Liability
100547	11/29/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 11/22/17	46.15	Recoverable / Refund / Liability
100616	12/7/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 12/8/17	46.15	Recoverable / Refund / Liability
100846	12/22/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 12/22/17	46.15	Recoverable / Refund / Liability
100517	11/29/2017	CORTEL LLC	REFUND RECOVERABLE PROJECT	37.73	Recoverable / Refund / Liability
100630	12/11/2017	US BANK	VISA- AMAZON.COM	12.03	Recoverable / Refund / Liability
100774	12/20/2017	SHEANIN/NANCY//	RECREATION REFUND	12.00	Recoverable / Refund / Liability
100703	12/19/2017	US BANK	VISA- KINDLE	9.99	Recoverable / Refund / Liability
100773	12/20/2017	SHEANIN/ED//	RECREATION REFUND	7.00	Recoverable / Refund / Liability
100792	12/22/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	-299.54	Recoverable / Refund / Liability
100674	12/12/2017	R.C. BECKER & SON, INC.	STORMWATER CONSULTING	-1,477.57	Recoverable / Refund / Liability
100584	12/7/2017	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	-1,501.45	Recoverable / Refund / Liability
100632	12/12/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	-4,574.10	Recoverable / Refund / Liability
100607	12/7/2017	R.C. BECKER & SON, INC.	STORMWATER CONSULTING	-7,109.65	Recoverable / Refund / Liability
Total Amount for 32 Line Item(s) from Recoverable / Refund / Liability				\$56,786.35	

Tennis & Swim Center

100847	12/22/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,720.94	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- M. KOHLMAN	3,063.00	Tennis & Swim Center
100776	12/20/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2,670.02	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 28 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100596	12/7/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,104.27	Tennis & Swim Center
100829	12/22/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,723.19	Tennis & Swim Center
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,493.20	Tennis & Swim Center
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,490.33	Tennis & Swim Center
100621	12/7/2017	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,425.28	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- SHERWIN WILLIAMS	1,364.61	Tennis & Swim Center
100797	12/22/2017	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- BREAKFST SANTA	1,060.40	Tennis & Swim Center
100694	12/12/2017	WELTER/FRANCES//	RECREATION INSTRUCTOR	934.50	Tennis & Swim Center
100646	12/12/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- NATIONAL GYM SUPPLY	810.05	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- HOME DEPOT	798.56	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- NATIONAL GYM SUPPLY	781.31	Tennis & Swim Center
100569	12/7/2017	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	661.68	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- GLOBAL INDUSTRIAL	658.31	Tennis & Swim Center
100568	12/7/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	654.42	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- PYRAMID PIPE & SUPPLY	626.95	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- TRASH CAN WAREHOUSE	591.60	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- HOME DEPOT	590.68	Tennis & Swim Center
100556	11/29/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	559.49	Tennis & Swim Center
100573	12/7/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	549.25	Tennis & Swim Center
100573	12/7/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	534.80	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- SIRIUS XM	518.97	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- HOME DEPOT	485.13	Tennis & Swim Center
100569	12/7/2017	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	477.88	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- ADOLPH KIEFER	439.83	Tennis & Swim Center
100808	12/22/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	433.62	Tennis & Swim Center
100594	12/7/2017	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0020264	398.00	Tennis & Swim Center
100626	12/7/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	391.74	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- MICHAELS	357.18	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- GREAT BIG CANVAS	349.24	Tennis & Swim Center
100592	12/7/2017	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	346.15	Tennis & Swim Center
100804	12/22/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	330.20	Tennis & Swim Center
100684	12/12/2017	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	326.44	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- OFFICE DEPOT	307.69	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- AMAZON.COM	292.82	Tennis & Swim Center
100626	12/7/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	287.39	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- SHERWIN WILLIAMS	284.86	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 29 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- HOME DEPOT	276.20	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- HOME DEPOT	273.24	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- PERFORMANCE HEALTH	260.18	Tennis & Swim Center
100580	12/7/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	254.12	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- PARTY CITY	254.04	Tennis & Swim Center
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	236.72	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- SHERWIN WILLIAMS	214.02	Tennis & Swim Center
100850	12/22/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	212.89	Tennis & Swim Center
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	211.28	Tennis & Swim Center
100626	12/7/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	206.62	Tennis & Swim Center
100692	12/12/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	201.67	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- SWEET WATER	199.00	Tennis & Swim Center
100673	12/12/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	197.10	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- CAP LEASING	191.00	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- CAP LEASING	191.00	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- WALMART	185.32	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- OTC BRANDS	170.13	Tennis & Swim Center
100560	12/7/2017	AM PM DOOR INC	DOOR REPAIRS	162.50	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- CATALINA PAINTS	150.05	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- FLICKER	150.00	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- GLOBAL INDUSTRIAL	145.55	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- HOME DEPOT	144.22	Tennis & Swim Center
100579	12/7/2017	DESIGNSCAPES INC	PLANT MAINTENANCE- T&SC	139.52	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
100588	12/7/2017	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	90.00	Tennis & Swim Center
100847	12/22/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	84.30	Tennis & Swim Center
100588	12/7/2017	INNER-I ...SECURITY IN FOCUS	OCT-DEC 2017 MONITORING- T&SC	75.00	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- G & F LIGHTING	73.37	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- MCCALLA COMPANY	72.27	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- RALPHS	70.33	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- PARTY CITY	69.54	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- AMAZON.COM	66.49	Tennis & Swim Center
100593	12/7/2017	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	64.00	Tennis & Swim Center
100591	12/7/2017	KISHIMOTO/RAINE//	REIMB MILEAGE - OCT 17	56.82	Tennis & Swim Center
100611	12/7/2017	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- SPORTSMITH	54.45	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 30 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100703	12/19/2017	US BANK	VISA- INDEED	50.16	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- AMAZON.COM	43.15	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- FRY'S ELECTRONICS	41.48	Tennis & Swim Center
100591	12/7/2017	KISHIMOTO/RAINE//	REIMB MILEAGE - NOV 17	40.34	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- LESLIE'S POOL SUPPLY	38.41	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- PEPBOYS	38.31	Tennis & Swim Center
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	36.86	Tennis & Swim Center
100791	12/22/2017	AIRGAS- WEST	TC HELIUM	35.20	Tennis & Swim Center
100703	12/19/2017	US BANK	VISA- LPAV	34.95	Tennis & Swim Center
100763	12/20/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- DEC 17	29.28	Tennis & Swim Center
100630	12/11/2017	US BANK	VISA- ACME VALLEY	28.03	Tennis & Swim Center
100791	12/22/2017	AIRGAS- WEST	TC HELIUM	20.26	Tennis & Swim Center
100564	12/7/2017	BCC	LIFE & DISABILITY INS- DEC 17	20.10	Tennis & Swim Center
100811	12/22/2017	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2018	3.40	Tennis & Swim Center
Total Amount for 91 Line Item(s) from Tennis & Swim Center				\$41,830.40	

Transportation

100677	12/12/2017	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	749,976.81	Transportation
100838	12/22/2017	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	72,686.90	Transportation
100838	12/22/2017	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	67,275.48	Transportation
100641	12/12/2017	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	39,472.46	Transportation
100584	12/7/2017	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	30,029.00	Transportation
100757	12/20/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - NOV 17	20,060.82	Transportation
100757	12/20/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - NOV 17	12,098.20	Transportation
100598	12/7/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	8,662.50	Transportation
100658	12/12/2017	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE NOV 2017	8,256.00	Transportation
100752	12/20/2017	MALIBU CANYON SHELL	FUEL CHARGES- OCT 2017	6,676.05	Transportation
100752	12/20/2017	MALIBU CANYON SHELL	FUEL CHARGES- SEP 2017	6,242.21	Transportation
100633	12/12/2017	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,193.18	Transportation
100615	12/7/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,174.89	Transportation
100833	12/22/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	4,387.54	Transportation
100845	12/22/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,827.97	Transportation
100598	12/7/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	3,270.00	Transportation
100793	12/22/2017	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	2,841.64	Transportation
100757	12/20/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - NOV 17	2,690.35	Transportation
100515	11/29/2017	CHARGEPOINT, INC.	SOFTWARE MAINTENANCE	2,520.00	Transportation



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 31 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100775	12/20/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	1,995.00	Transportation
100794	12/22/2017	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- DEC 2017	1,933.82	Transportation
100844	12/22/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	1,575.00	Transportation
100680	12/12/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	1,500.00	Transportation
100830	12/22/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,411.30	Transportation
100843	12/22/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,264.84	Transportation
100757	12/20/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - NOV 17	1,117.99	Transportation
100654	12/12/2017	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	1,080.00	Transportation
100530	11/29/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	995.11	Transportation
100852	12/22/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	883.71	Transportation
100628	12/7/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	763.71	Transportation
100555	11/29/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	678.79	Transportation
100703	12/19/2017	US BANK	VISA- ITE	620.00	Transportation
100766	12/20/2017	R P BARRICADE INC	EQUIPMENT RENTAL- LOST HILLS	567.46	Transportation
100852	12/22/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	515.76	Transportation
100614	12/7/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	500.00	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	470.00	Transportation
100695	12/12/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	450.36	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	450.00	Transportation
100630	12/11/2017	US BANK	VISA- REGAL THEATERS	435.00	Transportation
100843	12/22/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	433.76	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	422.00	Transportation
100661	12/12/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	382.04	Transportation
100703	12/19/2017	US BANK	VISA- FASTSIGNS	360.53	Transportation
100823	12/22/2017	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	360.00	Transportation
100685	12/12/2017	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- DEC 2017	260.10	Transportation
100703	12/19/2017	US BANK	VISA- CHEVRON	258.81	Transportation
100703	12/19/2017	US BANK	VISA- SHELL OIL	243.67	Transportation
100630	12/11/2017	US BANK	VISA- PRIMUS, INC.	230.20	Transportation
100630	12/11/2017	US BANK	VISA- CHEVRON	184.43	Transportation
100630	12/11/2017	US BANK	VISA- SHELL OIL	165.52	Transportation
100827	12/22/2017	LA DWP	TRAFFIC METER SERVICE	161.95	Transportation
100540	11/29/2017	R P BARRICADE INC	EQUIPMENT RENTAL- LOST HILLS	154.44	Transportation
100703	12/19/2017	US BANK	VISA- ACCO BRANDS	122.05	Transportation
100601	12/7/2017	NATIONAL DATA & SURVEYING SVCS	TRAFFIC COUNTERS	120.00	Transportation
100703	12/19/2017	US BANK	VISA- LORMAN	117.50	Transportation
100630	12/11/2017	US BANK	VISA- WOODLAND HILLS HONDA	113.24	Transportation



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
 Time: 11:14:06AM
 Page 32 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100757	12/20/2017	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- NOV 17	99.00	Transportation
100505	11/29/2017	AT&T	TELEPHONE SERVICE	95.04	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	90.00	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	90.00	Transportation
100630	12/11/2017	US BANK	VISA- DIY	86.48	Transportation
100630	12/11/2017	US BANK	VISA- UNION 76	75.60	Transportation
100703	12/19/2017	US BANK	VISA- CHEVRON	74.15	Transportation
100703	12/19/2017	US BANK	VISA- EXXON MOBIL	73.12	Transportation
100703	12/19/2017	US BANK	VISA- UNION 76	72.51	Transportation
100606	12/7/2017	R P BARRICADE INC	EQUIPMENT RENTAL- LOST HILLS	72.00	Transportation
100703	12/19/2017	US BANK	VISA- DIY	52.99	Transportation
100630	12/11/2017	US BANK	VISA- UNION 76	50.12	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	44.00	Transportation
100630	12/11/2017	US BANK	VISA- UNION 76	40.59	Transportation
100630	12/11/2017	US BANK	VISA- UNION 76	39.50	Transportation
100630	12/11/2017	US BANK	VISA- CALABASAS SINCLAIR	38.10	Transportation
100703	12/19/2017	US BANK	VISA- UNION 76	37.09	Transportation
100630	12/11/2017	US BANK	VISA- CHEVRON	37.08	Transportation
100703	12/19/2017	US BANK	VISA- 7 ELEVEN	35.15	Transportation
100703	12/19/2017	US BANK	VISA- EXXON MOBIL	34.90	Transportation
100703	12/19/2017	US BANK	VISA- DIY	32.56	Transportation
100703	12/19/2017	US BANK	VISA- HOME DEPOT	31.07	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	30.00	Transportation
100630	12/11/2017	US BANK	VISA- CHEVRON	27.91	Transportation
100703	12/19/2017	US BANK	VISA- UNION 76	24.75	Transportation
100630	12/11/2017	US BANK	VISA- DIY	24.75	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	24.00	Transportation
100691	12/12/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	21.85	Transportation
100647	12/12/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	21.31	Transportation
100650	12/12/2017	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	20.00	Transportation
100703	12/19/2017	US BANK	VISA- UNION 76	19.99	Transportation
100625	12/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	14.11	Transportation
100703	12/19/2017	US BANK	VISA- EXXON MOBIL	8.00	Transportation
Total Amount for 89 Line Item(s) from Transportation				\$1,076,177.81	



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 11/29/2017 to 12/22/2017

Date: 1/2/2018
Time: 11:13:10AM
Page 33 of 33

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
GRAND TOTAL for 1,077 Line Items				<u>\$3,126,421.69</u>	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

24-Jan

CD	New Business	Annexation update/sphere of influence ideas
AS	Public Hearing	Review and approval of projects for the 43rd Program Year (2017-2018) – Community Development Block Grant (CDBG) funding; and adoption of Resolution No. 2018-1574 approving the CDBG 43rd Program Year (2017-2018)
PW	Consent	Approval of a Memorandum of Understanding with County of Los Angeles for the Administration and Cost Sharing for Implementing the US Geological Mandated Survey Source and Cycling of Nutrient Study for the Malibu Creek Watershed
PW	Consent	PSA award for Las Virgenes Creek Restoration Project
CC	Presentations	Title 1 Grant checks to PFC/A Presidents

Future Items

CD	Public Hearing	Community development forums
CD	Public Hearing	Blackbird Way General Plan Amendment
CD	New Business	Discussion of process for small projects
PW	New Business	Plastic bag ordinance review by EC, including cost of bags
PW	Presentation	Charging station presentations
CD	New Business	Ridgeline discussion
CS	New Business	PRE recommendations regarding Wild Walnut Park Master Plan
MO	New Business	CTC review of AM radio
PS	New Business	Review of what was learned during fires/what the City can do better

2018 Meeting Dates

14-Feb	28-Jul - Canceled
28-Feb	8-Aug
14-Mar	22-Aug
28-Mar	12-Sep - Canceled League's Annual Conference
25-Apr	26-Sep
10-May	10-Oct
23-May	24-Oct
13-Jun	6-Nov - General Municipal Election
16-Jun - Budget Workshop (Saturday)	14-Nov
27-Jun	28-Nov
11-Jul - Canceled	12-Dec - Election Certification/Council Reorganization