



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, JANUARY 24, 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.**

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

PRESENTATIONS – 7:15 P.M.

- To Kirsten Johnson in recognition of being awarded a Girl Scout Gold Award
- [Title 1 Grant checks to PFC/A Presidents](#)

ORAL COMMUNICATION – PUBLIC COMMENT – 7:50 P.M.

CONSENT ITEMS – 8:00 P.M.

1. [Approval of meeting minutes from January 10, 2018](#)

2. [Adoption 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](#)
3. [Adoption of Ordinance No. 2018-359, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmember salaries](#)
4. [Approval of a Memorandum of Agreement with the County of Los Angeles for the Administration and Cost Sharing for Implementing the U.S. Geological Mandated Survey Source and Cycling of Nutrient Study for the Malibu Creek Watershed](#)
5. [Recommendation to extend expiration date of the professional services agreement with Sandstone Construction Group, Inc. for replacement of precast stone stairs and miscellaneous pavers at the Civic Center](#)

PUBLIC HEARING – 8:10 P.M.

6. [Review and approval of projects for the 44th Program Year \(2018-2019\) – Community Development Block Grant \(CDBG\) funding; and adoption of Resolution No. 2018-1574 approving the CDBG 44th Program Year \(2018-2019\)](#)

NEW BUSINESS – 8:20 P.M.

7. [Authorizing staff to apply for M.S.R.C. funding for installation of Electric Vehicle Charging Stations at Tennis and Swim Center, De Anza Park and Calabasas Road and allocating part of AB2766 funding to this project](#)
8. [Council liaisons and external committee appointments](#)

INFORMATIONAL REPORTS – 9:10 P.M.

9. [Check Register for the period of January 4-10, 2018](#)

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER’S REPORT – 9:20 P.M.

FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, February 14, 2018, at 7:00 p.m.



CITY of CALABASAS

December 14, 2017

Chaparral Elementary School PFC
Ann Park, Co-President
Jason Weilert, Co- President
22601 Liberty Bell
Calabasas, CA 91302

Dear Ms. Park and Mr. Weilert,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Clubs (PFCs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$12,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$16,984 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

1. A detailed accounting of how the funds that were received last school year were spent; and
2. A listing of what this year's grant money is anticipated to be spent on during the current school year.

Please mail the requested information to:

City of Calabasas
c/o: Finance Department
100 Civic Center Way
Calabasas, CA 91302

Or email the documents to: skoeppe@cityofcalabasas.com

Please direct any questions you might have regarding this request to Ms. Susan Koeppe at (818) 224-1600.

Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk



City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: 14-Dec-17
School Name: Chaparral Elementary School

	<u>Amount</u>
<u>Title I Grant</u>	
Number of Title I Students	44
 <i>Revenue</i>	
Title I Funding Received from the City of Calabasas	\$16,474.00
 <i>Expenditures</i>	
Student Scholarships for Outdoor Education Program	\$1,280.00
Library Media Specialist - Part of Annual Salary	5,000.00
Music Supplies	700.00
PE Supplies	750.00
Art Supplies	3,100.00
iPads, Maintenance and cases	\$5,644.00
Total Title I Expenditures	\$16,474.00
AMOUNT REMAINING	\$0.00

City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: 14-Dec-17
School Name: Chaparral Elementary School

	<u>Amount</u>
<u>Parent Faculty Club School Grant</u>	
<i>Revenue</i>	
School Grant Funding Received from the City of Calabasas	\$12,000.00
Total School Grant Revenue	\$12,000.00
<i>Expenditures</i>	
Scholastic News & Story Works publications	\$2,553.00
Spelling City	\$1,207.00
World Book Online	\$599.00
Reading Counts	\$1,060.00
Social Studies Weekly - grades 2/4	\$2,506.00
Staff Development	\$1,000.00
Giant Traveling Map of North America assembly	\$600.00
Wildlife Assembly for grade 3	\$1,048.00
Lunches and Outdoor Education Desserts	\$283.00
Special Ed. Allotment (targeted instruction, learning ctr, speech)	\$1,144.00
Total School Grant Expenditures	\$12,000.00
AMOUNT REMAINING	\$0.00



CITY of CALABASAS

December 14, 2017

Bay Laurel School PFA
Season Skuro, President
24740 Paseo Primario
Calabasas, CA 91302

Dear Ms. Skuro,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Associations (PFAs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$12,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$9,226 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

1. A detailed accounting of how the funds that were received last school year were spent; and
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Or email the documents to: skoeppe@cityofcalabasas.com

Please direct any questions you might have regarding this request to Ms. Susan Koeppel at (818) 224-1600.

Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk



City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: 11-Dec-17
School Name: Bay Laurel Elementary School

	<u>Amount</u>
<u>Title I Grant</u>	
Number of Title I Students	30
 <i>Revenue</i>	
Title I Funding Received from the City of Calabasas	\$10,086.00
 <i>Expenditures</i>	
Program #1 - Library Supplies - Follett, World Book Online, Reading Counts & Makerspace.	\$2,041.00
Program #3 - Assemblies	\$8,045.00
Total Title I Expenditures	\$10,086.00
AMOUNT REMAINING	\$0.00

City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: 11-Dec-17
School Name: Bay Laurel Elementary School

	<u>Amount</u>
<u>Parent Faculty Club School Grant</u>	
<i>Revenue</i>	
School Grant Funding Received from the City of Calabasas	\$12,000.00
Total School Grant Revenue	\$12,000.00
<i>Expenditures</i>	
Program #1 - Computer software licensing & subscriptions: Raz Kids, BrainPop, Reading A-Z, Storyworks and Wixie.	\$8,180.00
Program #2 - Scholastic subscriptions for every classroom (this is a partial cost)	3,820.00
Total School Grant Expenditures	\$12,000.00
AMOUNT REMAINING	\$0.00



CITY of CALABASAS

December 14, 2017

Lupin Hill Elementary School PFC
Jo Henderson, President
26210 Adamor Road
Calabasas, CA 91302

Dear Ms. Henderson,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Clubs (PFCs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$12,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$24,951 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

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Calabasas, CA 91302

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Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk



City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2015/16)

Date Prepared: 5-Dec-17
School Name: Lupin Hill Elementary

	<u>Amount</u>
Title I Grant	
Number of Title I Students	62
 <i>Revenue</i>	
Title I Funding Received from the City of Calabasas	\$28,578.00
 <i>Expenditures</i>	
Program #1 - School supplies (paper, folders, pencils, etc.)	\$5,000.00
Program #2 - Specialist salaries (Art, Music, PE)	14,000.00
Program #3 - Library books	500.00
Program #4 - Classroom and yard aides	8,000.00
Program #4 - Specialist supplies	1,078.00
Total Title I Expenditures	\$28,578.00
 AMOUNT REMAINING	
	\$0.00

City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2015/16)

Date Prepared: 5-Dec-17
School Name: Lupin Hill Elementary

	<u>Amount</u>
<u>Parent Faculty Club School Grant</u>	
<i>Revenue</i>	
School Grant Funding Received from the City of Calabasas	\$12,000.00
Total School Grant Revenue	\$12,000.00
<i>Expenditures</i>	
Program #1 - School supplies (paper, folders, pencils, etc.)	\$1,500.00
Program #2 - Specialist salaries (Art, Music, PE)	5,500.00
Program #3 - Library books	500.00
Program #4 - Classroom and yard aides	4,000.00
Program #4 - Specialist supplies	500.00
Total School Grant Expenditures	\$12,000.00
AMOUNT REMAINING	\$0.00



CITY of CALABASAS

December 14, 2017

AC Stelle Middle School PFC
Julee Gould, President
22450 Mulholland Highway
Calabasas, CA 91302

Dear Ms. Gould,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Clubs (PFCs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$17,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$21,387 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

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c/o: Finance Department
100 Civic Center Way
Calabasas, CA 91302

Or email the documents to: skoeppe@cityofcalabasas.com

Please direct any questions you might have regarding this request to Ms. Susan Koeppel at (818) 224-1600.

Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk

AC Stelle PFC
22450 Mulholland Highway
Calabasas, CA 91302

December 12, 2017

In addition to the attached spreadsheet requested by the City of Calabasas, AC Stelle is happy to provide this additional detail about how we used the generous grants from the City last year. Thank you again for all you do for AC Stelle. We are so grateful for your support!!

PFC Grant

We used the \$17,000.00 in PFC grant funds to enrich and support all of our students as follows

- A portion of the salary of our Media Center/Library Staff \$12,000
 - Books for our Media Center/Library \$2,000
 - A portion of the salary of our Aide who helps with safety on our campus at lunch \$2,400
 - Partial Support for the Robotics/Engineering Lab \$600
- TOTAL \$17,000

Grant Based on Title I Population

We used the \$22,000 in grant funds based on Title 1 Students to benefit those students, and our entire school community, in the following ways

- * Scholarship to Title 1 Residence Students to attend Honors Society Trips \$900
 - * A portion (based on the number of Residence Title 1 Students) of after school tutoring and academic support by our teachers, which the PFA funds \$9,379
 - * A portion (based on the number of Residence Title 1 Students) of our RTI (Response/Intervention) smaller math and language arts sections that the PFC helps AC Stelle provide - \$9,400
 - * A portion (based on the number of Residence Title 1 Students) of our RTI (Response/Interventions) Study Skills sections that the PFC help AC Stelle provide - \$2,487
- TOTAL \$22,166

Thank you for helping us make a difference!!!

Sincerely,
Julee Gould
2017-2018 PFC President
juleegould@gmail.com

City of Calabasas
Grant Status Report
 (For Fiscal Year 2016/17)

Date Prepared: 12-Dec-17
 School Name: AC Stelle

<u>Title I Grant</u>	<u>Amount</u>
<u>Revenue</u>	
Title I Funding Received from the City of Calabasas	22,166.00

<u>Expenditures</u>	
Partial Scholarships for Title I Students to attend Honor Society Trips	900.00
After School Tutoring and Academic Support by Teachers	9,379.00
Smaller Math and Language Art sections	9,400.00
Study Skills classes	2,487.00
Total Title I Expenditures	22,166.00

AMOUNT REMAINING	-
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Parent Faculty Club (Association) Grant

<u>Revenue</u>	
Grant Funding Received from the City of Calabasas	17,000.00
Total Other Grant Revenue	17,000.00

<u>Expenditures</u>	
Portion of the salary for the Media Center Specialist	12,000.00
Books for the Media Center/Library	2,000.00
Portion of the salary of the Aide who helps with safety on campus at lunch	2,400.00
Support for the Robotics/Engineering Lab	600.00
Total Other Grant Expenditures	17,000.00

AMOUNT REMAINING	-
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CITY of CALABASAS

December 14, 2017

AE Wright Middle School PFC
Amy Grayson, Co-President
Sharon Stepenosky, Co-President
4029 N. Las Virgenes Road
Calabasas, CA 91302

Dear Ms. Grayson and Ms. Stepenosky,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Clubs (PFCs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$17,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$26,210 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

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2. A listing of what this year's grant money is anticipated to be spent on during the current school year.

Please mail the requested information to:

City of Calabasas
c/o: Finance Department
100 Civic Center Way
Calabasas, CA 91302

Or email the documents to: skoeppe@cityofcalabasas.com

Please direct any questions you might have regarding this request to Ms. Susan Koeppel at (818) 224-1600.

Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk

100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600
Fax (818) 225-7324

City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: December 13, 2017
School Name: A.E. Wright Middle School

<u>Title I Grant</u>	<u>Amount</u>
Number of Title I Students	125
 <u>Revenue</u>	
Title I Funding Received from the City of Calabasas	\$29,586.00
 <u>Expenditures</u>	
Media Center Staff	\$16,395.00
Campus Supervisors	7,000.00
My Access Writing Program (partial)	1,860.00
Music Coaches	4,331.00
 Total Title I Expenditures	 \$29,586.00
 AMOUNT REMAINING	 \$0.00

City of Calabasas
Title 1 Grant Status Report
(For Fiscal Year 2016/17)

Date Prepared: December 13, 2017
School Name: A.E. Wright Middle School

	<u>Amount</u>
<u>Parent Faculty Club School Grant</u>	
<i>Revenue</i>	
School Grant Funding Received from the City of Calabasas	\$17,000.00
Total School Grant Revenue	\$17,000.00
<i>Expenditures</i>	
My Access Writing Program (balance)	\$11,830.00
Accelerated Reader Enterprise Edition	5,170.00
Total School Grant Expenditures	\$17,000.00
AMOUNT REMAINING	\$0.00

Susan Koeppe

Subject: City of Calabasas FY 2016/2017 Title 1 Grant and Additional School Grant Expenditure Reports request
Attachments: AEW FY16-17 PFC Grant 12.14.17.xls

Dear Susan,

Attached is A.E. Wright PFC's completed report for expenditures for the City of Calabasas' grants to our school for 2016-2017. Again, we are so grateful for the City's generous support. Below is a bit more detail about the expenditures outlined in the attached, for your reference:

We used the \$27,586 Title I grant to benefit those students, as well as our whole school community, as follows:

\$15,000 -- Media Center Staff

Funding for Media Center personnel allows our Media Center to be open from 8am to 4pm every school day, giving students a place to go to study/read/relax before and after school, as well as lunchtime and during the school day. The City's support covered more than 35% of this major annual expense.

\$7,000 -- Campus Supervisors

The grant also provided partial salaries for our Supervisors, who help keep our students safe before, during, and after school.

\$4,331 -- Music Coaches

Coaches support the advancement of designated sections of our bands and orchestras at all levels.

The \$17,000 PFA Funds Grant was used to enrich all of our students as follows:

\$13,500 -- My Access Writing Program

This annual subscription program is fundamental to all Language Arts classes, across grades.

\$5,170 -- Accelerated Reader Enterprise Edition

This program encourages reading for pleasure for all students.

Thank you again, and please let me know if you have questions or need more information.

I hope you have very Happy Holidays!

Best regards,

Sharon Stepenosky
Co-President, AEW PFC



CITY of CALABASAS

December 14, 2017

Calabasas High School PFC
Samta Gupta, Co-President
Stephanie Williams, Co-President
22855 West Mulholland Highway
Calabasas, CA 91302

Dear Ms. Gupta and Ms. Williams,

The Calabasas City Council recently approved the budget for Fiscal Year 2017/18 which provides for funds being allocated to Parent Faculty Clubs (PFCs) to assist in meeting the financial needs of the schools they support as well as the Title I students that attend those schools.

The City of Calabasas has allocated \$24,000 to your school in the form of a School Grant. Additionally, based on figures provided by Las Virgenes Unified School District (LVUSD), the City has also allocated \$57,242 for Title I student grant funding. Prior to receiving the City of Calabasas' grant funding for the current school year, City Council is requiring that the following information be provided to the City of Calabasas by October 30, 2018:

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2. A listing of what this year's grant money is anticipated to be spent on during the current school year.

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Please direct any questions you might have regarding this request to Ms. Susan Koeppe at (818) 224-1600.

Sincerely,

Anthony M. Coroalles
City Manager
AMC:sk

100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600
Fax (818) 225-7324





Calabasas High School Parent Faculty Club
22855 Mulholland Highway
Calabasas, CA 91302

City of Calabasas
One Civic Center Way
Calabasas, CA 91302

December 5, 2017

Dear City Council and Staff,

In addition to the attached spreadsheet you have requested in past years, the Calabasas High School PFC is happy to provide this additional detail about how we used the generous grants from the City last year. Thank you again for all you do for CHS. We are so grateful for your support!

PFC Grant We used the \$24,000 in PFC grant funds to enrich and support all of our students as follows:

- + Portion of the Staff Salary for Our Media Center/Library--\$16,000.00
- + Books for Our Media Center/Library --\$4,000.00
- + Portion of the Safety Aide on Campus--\$2,400.00
- + Partial Support for Our Academic Decathlon/Robotics/Model UN Programs--\$1,600.00

Grant Based on Title I Resident Population We used the \$50,095 in grant funds based on Resident Title I students to benefit those students, and our entire school community, in the following ways:

- + Partial Scholarships for Our Title I Resident Students to Attend Field Trips and Other Enriching Events--\$700
- + A Portion of the Elective Sections We Fund to Lower Class Size and Provide Academic Support--\$31,895.00
- + A Portion of Funding to Our Counseling Department to Assist Students in Need--\$2,000.00
- + A Portion of the Salary for Our Saturday Tutoring Center, to Help Students in Academic Need-- \$7,500.00
- + A Portion of Our Funding to All Academic Departments for Instructional and Enrichment Materials in Math, Science, Social Studies and ELA--\$8,000.00

Please let us know if you have any questions, and thank you again!

Sincerely,
Samta Gupta and Stephanie Williams
2017-18 PFC Presidents
chspfcpresident@gmail.com

**City of Calabasas/LVUSD
Grant Status Report
(For Fiscal Year 2016/17)**

Date Prepared: 5-Dec-17
School Name: Calabasas High School

Title I Grant

Number of Title I Students **100**

Revenue

Title I Funding Received from the City of Calabasas \$50,095.00

Expenditures

Expenditures (add students as necessary)

Partial Scholarships for Our Title I Resident Students to Attend Field Trips and Other Enriching Events	\$700
A Portion of the Elective Sections We Fund to Lower Class Size and Provide Academic Support	31,895.00
A Portion of Funding to Our Counseling Department to Assist Students in Need	2,000.00
A Portion of the Salary for Our Saturday Tutoring Center, to Help Students in Academic Need	7,500.00
A Portion of Our Funding to All Academic Departments for Instructional and Enrichment Materials in Math, Science, Social Studies and ELA	8,000.00
Total Title I Expenditures	\$50,095.00

**City of Calabasas/LVUSD
Grant Status Report
(For Fiscal Year 2016/17)**

Date Prepared: 5-Dec-17
School Name: Calabasas High School

AMOUNT REMAINING	\$0.00
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School Grant Funding Received from the City of Calabasas	\$24,000.00
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Total School Grant Revenue	\$24,000.00
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Expenditures

Portion of the Staff Salary for Our Media Center/Library	16,000.00
Books for Our Media Center/Library	\$4,000.00
Portion of the Safety Aide on Campus	2,400.00
Partial Support for Our Academic Decathlon/Robotics/Model UN Programs	1,600.00

Total School Grant Expenditures	\$24,000.00
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AMOUNT REMAINING	\$0.00
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**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JANUARY 10, 2018**

Mayor Gaines called the Closed Session to order at 6:05 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

CLOSED SESSION

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

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

ROLL CALL

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

Absent: None

Staff: Cohen, Coroaalles, Hernandez, Howard, Rubin, and Tamuri.

Mr. Howard announced that Closed Session Item No. 1 would be rescheduled for the February 14, 2018, Council meeting; and that there were no reportable actions from Closed Session Item No. 2.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Junior Troop 1036

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Weintraub:

- Extended an invitation to the Lost Hills Sheriff's Station for a Safe and Secure Community Collection event taking place on February 10.
- Reminded residents to sign up for emergency notifications on the City's webpage.

Mayor pro Tem Shapiro:

- Wished everyone a happy, healthy, and safe New Year.
- Showcased the 2018 student recycling calendar available now at all City facilities.

Councilmember Bozajian:

- Welcomed everyone back into the New Year.

Councilmember Maurer:

- Echoed the sentiments of her fellow Councilmembers wishing everyone a Happy New Year.
- Expressed her condolences to those in Santa Barbara affected by the tragedy as a result of the heavy rains.
- Extended an invitation to A.E. Wright Middle School on March 24 in celebration of Arbor Day.

Mayor Gaines:

- Congratulated the LVUSD for being placed in the 8th Annual AP District Honor Roll for a second time.
- Extended an invitation to the Calabasas Chamber breakfast on January 11.
- Extended an invitation to the Calabasas Chambers annual Installation Gala on January 26.
- Read a quote in remembrance of Dr. Martin Luther King's birthday.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Cami Sylvester, Eden Barr, and Sabrina Bloch spoke during public comment.

CONSENT ITEMS

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

Mayor Gaines made minor typographical corrections to Resolution No. 2018-1575 under Consent Item No. 3.

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

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

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

Mayor Gaines opened the public hearing.

Ms. Tamuri presented the report.

Mayor Gaines closed the public hearing.

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

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

NEW BUSINESS

8. Update on the Calabasas Klubhouse Preschool Program

Mr. Rubin and Ms. Friedman presented the update.

After discussion, direction was provided to staff.

9. Introduction of Ordinance No. 2018-359, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmember salaries

Mr. Coroaalles presented the report.

After discussion, Councilmember Weintraub moved, seconded by Mayor pro Tem Shapiro to approve Item No. 9. MOTION CARRIED 4/1 as follows:

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

NOES: Councilmember Maurer

INFORMATIONAL REPORTS

11. Check Register for the period of November 29-December 22, 2017

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

Mr. Coroaalles reported that a letter was sent to the CPUC regarding the LACCE program requesting not to limit participation. In addition, Mr. Coroaalles reported that work has restarted on the old wine gallery in Old Town Calabasas.

FUTURE AGENDA ITEMS

Councilmember Bozajian addressed concerns with recent scheduled power outages being cancelled by Edison without resident notification.

Councilmember Maurer requested staff to include the current and proposed trails for PRE recommendation to the Wild Walnut Park master plan.

Mayor pro Tem Shapiro requested moving the March 14 City Council meeting to March 12 or 13. The City Clerk was directed to email the Council with proposed dates.

ADJOURN

The City Council adjourned at 8:33 p.m. to their next regular meeting scheduled on Wednesday, January 24, 2018, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 16, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: TOM BARTLETT, AICP, CITY PLANNER ^{TB}
SPARKY COHEN, BUILDING OFFICIAL ^{SC.}**

SUBJECT: ADOPTION 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 RELATED TO UNRULY GATHERINGS

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance No. 2018-358 (Attachment A), amending Calabasas Municipal Code Section 9.28.010 related to Loud, Unnecessary, and Unusual Noise, and adopting a new Chapter 9.36 relating to Unruly Gatherings.

BACKGROUND:

At the City Council meeting of January 10, 2018, the City Council conducted a public hearing, and, after considering all evidence and testimony, the City Council introduced and waived further reading of Ordinance No. 2018-358, which amends Section 9.28.010 related to Loud, Unnecessary, and Unusual Noise, and creates a new Chapter 9.36 relating to Unruly Gatherings. These Municipal Code amendments strengthen City regulations related to illegal commercial activities, especially those disruptive to the quiet enjoyment of residential neighborhoods, and 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 adopt Ordinance No. 2018-358, amending Calabasas Municipal Code Section 9.28.010 related to Loud, Unnecessary, and Unusual Noise, and adopting a new Chapter 9.36 relating to Unruly Gatherings.

ATTACHMENTS:

A Ordinance No. 2018-358

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 24th day of January, 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:


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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER 

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

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

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

DISCUSSION/ANALYSIS:

This Ordinance was introduced at the January 10, 2018 Council meeting. 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, adopt Ordinance No. 2018-359.

ATTACHMENTS:

- A. Ordinance No. 2018-359

**ITEM 3 ATTACHMENT A
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 24th day of January, 2018.

Fred Gaines, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk

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




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE U.S. GEOLOGICAL MANDATED SURVEY SOURCE AND CYCLING OF NUTRIENT STUDY FOR THE MALIBU CREEK WATERSHED

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Agreement with the 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.

BACKGROUND AND DISCUSSION:

The United States Environmental Protection Agency Region IX established the Total Maximum Daily Load for Nutrients Malibu Creek Watershed (MCW) on March 21, 2003; and established the Malibu Creek & Lagoon Total Maximum Daily Load for Sedimentation and Nutrients to address Benthic Impairments on July 2, 2013.

On November 10, 2016, the Regional Water Quality Control Board, Los Angeles Region (RWQCB) adopted Resolution No. R16-009 amending the Water Quality Control Plan for the Los Angeles Region that incorporated an Implementation Plan

for Total Maximum Daily Loads (TMDL) for Nutrients in the Malibu Creek Watershed and Sedimentation and Nutrients to Address Benthic Community Impairments in Malibu Creek and Lagoon. This resolution specifies a monitoring program for septic system nutrients loading to the Malibu Creek Watershed.

In 2012, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit") Order No. R4-2012-0175 that became effective on December 28, 2012. The New permit required all participating agencies, including Calabasas, comply with the prescribed elements of the MS4 Permit. This Permit identified the Los Angeles County Flood Control District, County of Los Angeles, and Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Malibu Creek Watershed.

Discussion and Analysis:

The compliance strategy for the Enhanced Watershed Management Program (EWMP) that was a requirement of the current stormwater municipal permit is based on removing pollutants from discharges and two major pollutants of concern in MCW are Bacteria and Nutrients. EWMP estimates \$198M in structural best management practices (BMPs) will be needed to meet current TMDL numeric limits.

Nutrients (Nitrate + Nitrite as Nitrogen) are extremely difficult to remove from stormwater to the levels required by the nutrients TMDLs. The Regional Water Quality Board (RWQCB) does not typically reopen TMDLs without water quality data and studies that demonstrate a re-opener is warranted.

The Las Virgenes Municipal Water District (LVMWD) has identified that performing the Study will assist in better characterizing nutrient sources and fates within the watershed.

Agencies sharing the Malibu Creek Watershed agreed to collaborate on compliance with certain elements of the MS4 Permit and implement a nutrients study to identify the sources, fate, and transport of nutrients within the Malibu Creek Watershed, similar to the United States Geological Survey (USGS) Malibu Creek Watershed Sources and Cycling of Nutrients Study. It is more cost effective to join with USGS and other permittees than perform an individual study. Furthermore, the study is necessary to work toward proper allocation of load among the various sources in the watershed.

All participating agencies collaboratively prepared the final study work plan to assist the parties in implementing and complying with the objectives identified above. They also agreed to enter into this MOA to share the cost as detailed by the following cost sharing formula:

Estimated Project Costs

Item		Total Cost
Project Cost	(a)	\$1,719,303.00
Management Fee	(b) = (a) x 5%	\$85,715.15
Cost to be Shared	(c) = (a) + (b)	\$1,805,018.15

Annual Cost Distribution with Management fee

Agency	Area	Area %	FY 17-18*	FY 18-19*	FY 19-20*	Project Share*
LACFCD	N/A	N/A	\$49,005.29	\$32,941.44	\$8,316.68	\$90,263.41
LVMWD	N/A	N/A	\$5,000.00			\$5,000.00
Agoura Hills	5,178	15.70%	\$145,358.52	\$98,264.32	\$24,808.66	\$268,431.49
Calabasas	4,941	15.00%	\$138,877.56	\$93,883.10	\$23,702.55	\$256,463.21
Hidden Hills	105	0.30%	\$2,777.55	\$1,877.66	\$474.05	\$5,129.26
Westlake Village	3,540	10.70%	\$99,065.99	\$66,969.95	\$16,907.82	\$182,943.76
Los Angeles County	19,228	58.30%	\$539,770.79	\$364,892.33	\$92,123.89	\$996,787.01
Totals	32,992	100.00%	979,855.70	658,828.80	166,333.65	\$1,805,018.15

*Includes 5% Contract administration fee

Los Angeles County Department of Public Works spearheaded the effort to solicit proposals from various contractors and the lowest proposal was \$1,709,303. Considering a 5% management fee, the total cost of implementing the study is \$1,805,018. It must be noted that the County of Los Angeles is funding over half of the study cost.

The cost share formula is based on each agencies land area, except for the County of Los Angeles Flood Control District and the Las Virgenes Municipal Water District that respectively contribute \$90,263.41 and \$5,000.

FISCAL IMPACT/SOURCE OF FUNDING:

City's current budget for NPDES Contractual Services (Account No. 10-313-5252-00) and TMDL Compliance Monitoring Program (Account No. 10-313-5252-27) cover on-going monitoring and compliance expenditures. City's share of the cost of this special study over 3 years is \$256,463.21. It's recommended that the City Council approve the above amount, plus 10% contingency for a total of \$282,110 from City's General Fund.

STED ACTION:

That the City Council approve a Memorandum of Agreement with the 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.

ATTACHMENT:

Approval of a Memorandum of Agreement with the County of Los Angeles for the Administration and Cost Sharing for Implementing the U.S. Geological Mandated Survey Source and Cycling of Nutrient Study for the Malibu Creek Watershed.

Item 4 Attachment

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE LAS VIRGENES MUNICIPAL WATER DISTRICT,
AND THE CITIES OF
AGOURA HILLS, CALABASAS, HIDDEN HILLS,
AND WESTLAKE VILLAGE**

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE UNITED STATES GEOLOGICAL SURVEY SOURCES AND CYCLING OF NUTRIENTS STUDY FOR THE MALIBU CREEK WATERSHED

This Memorandum of Agreement is made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES (County), the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), the LAS VIRGENES MUNICIPAL WATER DISTRICT, and the CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS, AND WESTLAKE VILLAGE. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, the United States Environmental Protection Agency Region IX established the Total Maximum Daily Load for Nutrients Malibu Creek Watershed on March 21, 2003; and

WHEREAS, the United States Environmental Protection Agency Region IX established the Malibu Creek & Lagoon Total Maximum Daily Load for Sedimentation and Nutrients to address Benthic Impairments on July 2, 2013; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the Amendment to the Water Quality Control Plan for the Los Angeles Region to Incorporate an Implementation Plan for Total Maximum Daily Loads for Nutrients in the Malibu Creek Watershed and Sedimentation and Nutrients to Address Benthic Community Impairments in Malibu Creek and Lagoon Resolution No. R16-009, November 10, 2016; and

WHEREAS, Resolution No R16-009 specifies a monitoring program for septic system nutrients loading to the Malibu Creek Watershed; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit") Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, COUNTY, and 84 of the 88 Cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

Item 4 Attachment

WHEREAS, the MS4 Permit identified the LACFCD, COUNTY, and Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Malibu Creek Watershed; and

WHEREAS, the LACFCD, COUNTY, and Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village have agreed to collaborate on compliance with certain elements of the MS4 Permit, including development and implementation of an Enhanced Watershed Management Program (EWMP); and

WHEREAS, as part of implementation of the EWMP the LACFCD, COUNTY, and Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village have agreed to implement a nutrients study to identify the sources, fate, and transport of nutrients within the Malibu Creek Watershed, similar to the United States Geological Survey Malibu Creek Watershed Sources and Cycling of Nutrients Study, which shall be identified herein as "STUDY", which is attached as Exhibit A; and

WHEREAS, the Las Virgenes Municipal Water District (LVMWD) has identified that, to their benefit, performing the STUDY will assist in better characterizing nutrient sources and fates within the watershed; and

WHEREAS, the PARTIES collaboratively prepared the final STUDY work plan to assist the PARTIES in implementing and complying with the objectives identified herein; and

WHEREAS, the PARTIES have agreed to enter into this MOA to share the cost of implementing the STUDY as detailed by the attached cost sharing formula set forth in Table 2 of Exhibit A, which is made part of this MOA; and

WHEREAS, the PARTIES have agreed to fund the implementation of the STUDY for reasons identified herein, at a total cost not to exceed \$1,709,303, which excludes both a 5% management fee and a 10% contingency; and

WHEREAS, the PARTIES desire to participate and will provide funding in accordance with the cost allocation formula and payment schedule identified in Table 2 of Exhibit A; and

WHEREAS, the PARTIES have agreed to have the County of Los Angeles act on behalf of the PARTIES in the administration of the STUDY; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the implementation of the STUDY and to coordinate the payment and performance of said

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Study.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the STUDY.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY and shall remain in effect until December 28, 2020, unless sooner terminated pursuant to the provisions of this MOA.

Section 6. County of Los Angeles Responsibilities. The COUNTY agrees:

- a. Consultant Services. To administer STUDY in accordance with the Project Proposal Summary prepared by the PARTIES, and any subsequent changes to the STUDY as agreed upon by the PARTIES. The COUNTY will be compensated for the administration of the STUDY at a rate of five percent (5%) of each PARTY'S contract cost as described in Table 1 of Exhibit A.
- b. Report. To distribute and coordinate review and comments on draft reports to the PARTIES. The COUNTY will distribute to the PARTIES an electronic copy of the draft reports and completed STUDY within seven (7) business days after receipt from the USGS. In addition, the COUNTY will distribute to the PARTIES the data used to prepare the STUDY. This data will be transmitted electronically in a format and structure agreed to by the PARTIES.
- c. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 3 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued immediately following the execution of this MOA by all PARTIES or December 1, 2017, whichever comes first. Subject to agreement by the PARTIES, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- d. Expenditure. To utilize the funds deposited by the PARTIES only for the administration and implementation of the STUDY.
- e. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse the COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 1 of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment

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to this MOA.

- f. Accounting. To provide an accounting upon termination of this MOA. At the completion of the accounting, the COUNTY shall dispose of any unused portion of all funds deposited with the COUNTY as set forth in Section 9(e).
- g. Permit. To make a full-faith effort to work with the USGS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.
- h. Payments to Third Parties. The COUNTY shall have no obligation to pay any funds other than those owed for the COUNTY's proportional share as set forth in Table 2 of Exhibit A, and those funds remitted to the COUNTY following invoice.

Section 7. Parties Further Agree. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the STUDY and to pay the COUNTY for their proportional shares of the estimated cost for the administration and implementation of the STUDY not exceeding the invoice amounts as shown in Table 2 of Exhibit A, no later than sixty (60) days after receipt of the invoice from the COUNTY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the STUDY pursuant to unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(e).
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOA by providing all requested information and documentation in their possession and available for release as deemed necessary by the PARTIES to implement the STUDY.
- c. Access. Each PARTY will allow reasonable access and entry to the COUNTY and USGS, on an as needed basis during the term of this MOA, to each PARTY'S storm drains, catch basins, channels, properties, etc. (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any PARTY'S FACILITIES, the USGS shall secure a permit of entry from the applicable PARTY and prior to entering any of the PARTY'S FACILITIES, the USGS shall provide written notice 72 hours in advance of entry to the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the USGS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites within each PARTY'S jurisdiction.

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Section 8. Indemnification.

- a. To the maximum extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, attorneys, agents and designated volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY under this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- d. COUNTY makes no guarantee or warranty that the reports prepared in the course of the STUDY will be approved by the relevant governmental authorities. COUNTY shall have no liability to the other PARTIES for the negligent or intentional acts or omissions of the USGS. The other PARTIES' sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and its insurance.

Section 9. Termination, Withdrawal, and Delinquent Payments.

- a. Termination. This MOA may be terminated upon the express written agreement of all PARTIES. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the USGS still under agreement will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Withdrawal. If a PARTY wishes to withdraw from this MOA for any reason, that PARTY must give the other PARTIES prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the implementation costs of the STUDY through the end of the current fiscal year (July 1 through June 30), including costs for reporting of data and results during the fiscal year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15th, the withdrawing

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PARTY shall also be responsible for its share of the implementation costs of the STUDY through the end of the following fiscal year (e.g., If a PARTY withdraws on December 16, 2016, said PARTY is responsible for its share of costs for both fiscal year 2016-2017 and fiscal year 2017-2018. If the same PARTY withdraws on or before December 15, 2015, said PARTY is responsible for costs only for fiscal year 2016-2017, not for fiscal year 2017-2018). Such implementation costs of the STUDY shall include the remaining fees of the USGS through the end of the applicable fiscal year(s). The effective date of withdrawal shall be the sixtieth day after the COUNTY receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOA, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the implementation costs of the STUDY incurred through the completion of all requirements of the fiscal year (e.g., the period from July 1 to June 30). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the STUDY.

c. Delinquent Payments. A PARTY's payment is considered delinquent 60 days after being invoiced by the COUNTY. The following Notice of Delinquency procedures may be implemented to attain payments from the delinquent PARTY per instructions from the COUNTY: 1) e-mail the manager from the delinquent PARTY or PARTIES; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES from the COUNTY's legal counsel. If the PARTY or PARTIES remain delinquent after the above Notice of Delinquency procedures have been followed and after 90 days after being invoiced, then the COUNTY shall notify the non-delinquent PARTIES and may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the STUDY, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOA ("EXCLUDED PARTY") and their name(s) may be removed from the STUDY and all reports required as part of the STUDY. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 2 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The COUNTY will revise Table 2 of Exhibit A to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice to the PARTIES. The PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.

d. Suspension of STUDY. The COUNTY may suspend or modify the Work Plan being performed by the USGS for implementation of any of the STUDY if any PARTY has not paid its invoice within ninety (90) days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.

e. Remaining Funds or Invoices Due at Termination. Funds remaining in the possession of the COUNTY at the end of the term of this MOA, or at the

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termination of this MOA, whichever occurs earlier, shall be promptly returned to the then remaining non-delinquent and non-excluded PARTIES in accordance with the cost allocation formula in Table 2 of Exhibit A. If this MOA is terminated, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of termination.

Section 10. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered a Delinquent Party if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(b).
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and

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enforced in accordance with the laws of the State of California.

g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this MOA.

j. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in Section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

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COUNTY OF LOS ANGELES

By _____
Mark Pestrella, Director of Public Works

Date _____

APPROVED AS TO FORM:

By _____
Mark J. Saladino, County Counsel

Date _____

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CITY OF AGOURA HILLS

By _____
William D. Koehler, Mayor

Date _____

ATTEST:
By _____
Kimberly Rodrigues, City Clerk

Date _____

APPROVED AS TO FORM:

By _____
Candice K. Lee, City Attorney

Date _____

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CITY OF CALABASAS

By _____
Fred Gaines, Mayor

Date _____

ATTEST:

By _____
Maricela Hernandez, MMC, City Clerk

Date _____

APPROVED AS TO FORM:

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

Date _____

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Attachment

CITY OF HIDDEN HILLS

By _____
Marv Landon, Mayor

Date _____

ATTEST:

By _____
Deana L. Graybill, City Clerk

Date _____

APPROVED AS TO FORM:

By _____
Roxanne M. Diaz, City Attorney

Date _____

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LAS VIRGENES MUNICIPAL WATER DISTRICT

By _____
David Pedersen, General Manager

Date _____

ATTEST:

By _____
XXXXXXXX, LVMWD Clerk

Date _____

APPROVED AS TO FORM:

By _____
XXXXXXXX, LVMWD Attorney

Date _____

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CITY OF WESTLAKE VILLAGE

By _____
Mark Rutherford, Mayor

Date _____

ATTEST:

By _____
Beth Schott, City Clerk

Date _____

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

Date _____

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LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Chief Engineer

Date _____

APPROVED AS TO FORM:

By _____
Mark J. Saladino, County Counsel

Date _____

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**EXHIBIT A
MALIBU CREEK NUTRIENTS SOURCES AND CYCLING STUDY
COST SHARE FORMULA**

Table 1. Estimated Project Costs

Item		Total Cost
Project Cost	(a)	\$1,719,303.00
Management Fee	(b) = (a) x 5%	\$85,715.15
Cost to be Shared	(c) = (a) + (b)	\$1,805,018.15

Table 2: Annual Cost Distribution with Management fee

Agency	Area	Area %	FY 17-18*	FY 18-19*	FY 19-20*	Project Share*
LACFCD	N/A	N/A	\$49,005.29	\$32,941.44	\$8,316.68	\$90,263.41
LVMWD	N/A	N/A	\$5,000.00			\$5,000.00
Agoura Hills	5,178	15.70%	\$145,358.52	\$98,264.32	\$24,808.66	\$268,431.49
Calabasas	4,941	15.00%	\$138,877.56	\$93,883.10	\$23,702.55	\$256,463.21
Hidden Hills	105	0.30%	\$2,777.55	\$1,877.66	\$474.05	\$5,129.26
Westlake Village	3,540	10.70%	\$99,065.99	\$66,969.95	\$16,907.82	\$182,943.76
Los Angeles County	19,228	58.30%	\$539,770.79	\$364,892.33	\$92,123.89	\$996,787.01
Totals	32,992	100.00%	979,855.70	658,828.80	166,333.65	\$1,805,018.15

*Includes 5% Contract administration fee

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**EXHIBIT B
NUTRIENTS SOURCES AND CYCLING STUDY
Agency Representatives**

City of Agoura Hills
3001 Ladyface Court
Agoura Hills, CA 91301
Representative: Kelly Fisher
E-mail: kfisher@ci.agoura-hills.ca.us
Phone: (818) 597-7338

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Representative: Alex Farassati
E-mail: afarassati@cityofcalabasas.com
Phone: (818) 224-1680

City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302
Representative: Joe Bellomo
Email: jbello@willdan.com
Phone: (805) 279-6856

City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
Representative: Joe Bellomo
E-mail: jbello@willdan.com
Phone: (805) 279-6856

Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
Representative: Dave Roberts
E-mail: droberts@lvmwd.com
Phone: (818) 251-2145

County of Los Angeles
Department of Public Works
Watershed Management Division 11th Floor
900 S. Fremont Ave.
Alhambra, CA 91803
Representative: Giles Coon
E-mail: gcoon@dpw.lacounty.gov
Phone: (626) 458-7141

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Los Angeles County Flood Control District
Watershed Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, CA 91803
Representative: Giles Coon
Email: gcoon@dpw.lacounty.gov
Phone (626) 458-7141



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN R. BINGHAM, ADMINISTRATIVE SERVICES MANAGER *JB*

SUBJECT: RECOMMENDATION TO EXTEND EXPIRATION DATE OF THE PROFESSIONAL SERVICES AGREEMENT WITH SANDSTONE CONSTRUCTION GROUP, INC. FOR REPLACEMENT OF PRECAST STONE STAIRS AND MISCELLANEOUS PAVERS AT THE CIVIC CENTER

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

Recommendation to extend the expiration date of the Professional Services Agreement (PSA) with Sandstone Construction Group, Inc. to provide replacement of all deteriorating precast stone stairs and pavers, specifically, those pavers under the colonnades, throughout the plaza area in the Civic Center Plaza. This replacement is necessary due to defects in the design, construction and material in the precast stone stair treads and risers.

BACKGROUND:

Sandstone Construction Group, Inc. was one of the contractors responsible for the manufacturing and installation of the precast stone stairs and pavers for the Civic Center construction project, which was completed in 2008. Since that time, the precast stone stairs and pavers have experienced rapid deterioration allegedly due to a material defect in the design, construction and material allowing for an accumulation of extreme sodium sulfate hydration causing them to scale and in some cases to become loose and unsafe. The City Attorney was successful in the

process of seeking contribution from the project contractor and architect for reimbursement to the City for the replacement of precast stone stairs and pavers.

Sandstone Construction Group, Inc. has completed 95% on the stair replacement and has recently begun the paver replacement portion of the project in the colonnade area near the Library. The overall project has taken longer than first anticipated due to the size and complex nature of the replacement and the desire to cause as little disruption as possible to the access of the Civic Center complex. Therefore an extension of the expiration date for PSA is requested. No other changes to the previously approved PSA are required.

FISCAL IMPACT/SOURCE OF FUNDING:

The PSA has been funded from the Civic Center Capital Fund. The City Attorney has secured contribution for reimbursement of the cost of this project from the Civic Center contractor and architect. Sandstone Construction Group has replaced a portion of stairs and pavers at no charge which reduced the overall cost of the replacement project.

REQUESTED ACTION:

Recommendation to extend the expiration date of the current PSA with Sandstone Construction Group, Inc., to replace cast stone stairs and miscellaneous pavers throughout the Civic Center.

ATTACHMENTS:

Professional Services Agreement between the City of Calabasas and Sandstone Construction Group, Inc.

PROFESSIONAL SERVICES AGREEMENT
City of Calabasas / *Sandstone Construction Group, Inc.*

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Sandstone Construction Group, Inc. a California corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Replacement of all deteriorated precast stone stairs and pavers, specifically those pavers under the colonnades, throughout the plaza, in the Calabasas Civic Center complex.
- 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” & “Approved Fee Schedule”: Such professional services as are set forth in Consultant’s **February 22, 2017** proposal and email dated **March 1, 2017** to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: May 15, 2017.
- 3.3 “Expiration Date”: August 15, 2018.

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 Hundred Fifteen Thousand Dollars (\$115,000.00) 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. **JB Badalyan** 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.

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 ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. 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.

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 incurred by 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.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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.

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 Consultant's and City'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: John Bingham
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

If to Consultant:

Sandstone Const. Group, Inc.
38955 10th Street East
Palmdale, CA 93550
Attn: JB Badalyan
Telephone: (661) 947-1001
Facsimile: (661) 947-1003

With courtesy copy to:

Scott H. Howard
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 or medical condition.

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 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 in its amended form shall be enforceable. 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.

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”
Sandstone Const. Group, Inc.

By: _____
Fred Gaines, Mayor

By: _____
JB Badalyan, Project Manager

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK & APPROVED FEE SCHEDULE

Sandstone Const. Group, Inc.

38955 10th St East
Palmdale, CA 93550

T (661) 947-1001 F (661) 947-1003

fdesk@sandstonedesigns.com

Proposal & Contract

Quote No. 21535

Date 2/22/2017

City of Calabasas
100 Civic Center Way
Calabasas CA 91302

This Quote is Valid for Only 90 Days from Submittal Date

Terms & Conditions		Representative		Project		
		JB		City Hall Complex		
Item	Description	Qty	Unit	UN/Price	Total Bid:	
Custom	1• Stairs H & I Located Near Rear End Side Parking Lot 1A) Demo Existing & Haul Away 1B) Apply Laticrete Hydroban 1C) Supply & Install Stair Tread & Risers	1	LS	0.00 25,000.00	25,000.00	
Custom	2• Front Stairs 2A) Demo Existing Thread & Riders Stairs: A,B,C,D,E & F 2B) Apply Laticrete Hydroban Prior to Install New Pieces 2C) Supply & Install New Piece Stairs: A,B,C,D,E & F	1		75,000.00	75,000.00	
Custom	3• Misc. Pavers That Have Accumulated Extreme Salt Hydration And Surface Damage 3A) Demo & Haul Away Approx.(80- 100pcs) 3B) Apply Laticrete Hydroban 3C)Supply & Install New Pieces Approx. (80- 100pcs)			15,000.00	15,000.00	

I have verified the items and the quantities of above order. I have read and accept all the conditions of this contract. SEE EXHIBIT A attached which made a part hereof. The undersigned authorizes SDI to supply products pursuant to this order.

Accepted By _____ Date _____

www.sandstonedesigns.com

Total Bid: _____

Small Business Certified
CSL NO. 963087

Jh

Sandstone Const. Group, Inc.

38955 10th St East
 Palmdale, CA 93550
 T (661) 947-1001 F (661) 947-1003
 fdesk@sandstonedesigns.com

Proposal & Contract

Quote No. 21535

Date 2/22/2017

City of Calabasas
 100 Civic Cencer Way
 Calabasas CA 91302

This Quote is Valid for Only 90 Days from Submittal Date

Terms & Conditions		Representative		Project		
		JB		City Hall Complex		
Item	Description	Qty	Unit	UN/Price	Total Bid:	
	3D) Approximately Estimate To Replace Approx. (80-100pcs) -Exclude Concrete Slabs Surface Damages					

I have verified the items and the quantities of above order. I have read and accept all the conditions of this contract. SEE EXHIBIT A attached which made a part hereof. The undersigned authorizes SDI to supply products pursuant to this order.

Accepted By _____ Date _____

www.sandstonedesigns.com

Total Bid: \$115,000.00

Small Business Certified
 CSL NO. 963087

JK

John Bingham

From: JB Badalyan <j.b@sandstonedesigns.com>
Sent: Wednesday, March 01, 2017 8:04 AM
To: John Bingham
Subject: Re: Calabasas Step Treads

Good morning Mr. Bingham,

I had send you an estimate for the cast stone items last week.

I want to do my part and offer to do Stairs H & I for No Charge, the one going to Senior center and the side parking lot.

Could you advice Mr. Howard.

My shop is not busy now, its good time to produce the items. As discussed, possibly a modified nose design and smooth sandblasted finish.

Please advice. Thank you

JB Badalyan Project Manager,
Sandstone Designs, Inc. / Sandstone Const. Group, Inc.
Tel: (661) 947-1001 Fax: (661) 947-1003
J.B@sandstonedesigns.com | www.sandstonedesigns.com



On 2/14/2017 3:57 PM, John Bingham wrote:

OK, see you then. Thanks.

From: JB Badalyan [<mailto:j.b@sandstonedesigns.com>]
Sent: Tuesday, February 14, 2017 3:46 PM
To: John Bingham
Subject: RE: Calabasas Step Treads

That should work. I will be there.

Thanks

On February 14, 2017 3:43:46 PM John Bingham <bingham@cityofcalabasas.com> wrote:

Thanks JB, how about 2:00 pm this Thursday, February 16th?

John Bingham, IPMA-SCP
Administrative Services Manager

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
(818) 224-1663



From: JB Badalyan [<mailto:j.b@sandstonedesigns.com>]
Sent: Tuesday, February 14, 2017 3:09 PM
To: John Bingham
Subject: Calabasas Step Treads

Mr. John Bingham,

I spoke with Mr. Scott Howard regarding meeting with you at Calabasas to go over the stone steps.

Please advice when we can meet?

Thank you

JB Badalyan Project Manager ,
Sandstone Designs, Inc.
Tel: (661) 947-1001 Fax: (661) 947-1003
J.B@sandstonedesigns.com | www.sandstonedesigns.com





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 11, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER *JB*

SUBJECT: REVIEW AND APPROVAL OF PROJECTS FOR THE 44TH PROGRAM YEAR (2018-2019) - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING; AND ADOPTION OF RESOLUTION NO. 2018-1574, APPROVING THE CDBG 44TH PROGRAM YEAR (2018-2019).

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

Conduct a public hearing on the proposed projects and budget for the 2018-2019 Community Development Block Grant (CDBG) Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2018-1574 (Attachment A) approving the allocation of 2018-2019 CDBG funds, and the proposed projects for implementation during the CDBG 2018-2019 Program Year.

BACKGROUND:

Each year, CDBG funds are allocated to cities by the Federal Housing and Urban Development Department (HUD), and administered through the Los Angeles County Community Development Commission (CDC). Participating cities, whose total population is less than 50,000, participate in the Los Angeles Urban County CDBG Program, and receive funding based upon the total number of cities participating in the County's program. It is also based on a city's need to provide housing, economic and social services; and community development opportunities that principally benefit persons of low and moderate income levels, aid in the prevention of neighborhood

deterioration, and meet other urgent community development needs due to natural disasters or other emergencies. To be eligible for the CDBG program, a household of two persons cannot exceed the annual moderate income limit of \$57,700, per HUD Income Guidelines. A household of four persons cannot exceed the annual moderate income limit of \$72,100.

This is the 44th year the City of Calabasas (or, prior to 1991, unincorporated Calabasas) has participated in the Los Angeles Urban County's CDBG Program. In order to continue its participation in the upcoming 2018-2019 program year, which begins on July 1, 2018 and ends on June 30, 2019, the City of Calabasas must prepare and submit its proposed CDBG project descriptions to the CDC no later than February 1, 2018, for review and approval.

Pursuant to Federal requirements, notice of this public hearing was properly published and posted in public buildings within the City. Federal requirements also mandate that as part of the hearing, the Council and public be informed of the range of eligible housing and community development activities that may be funded under the CDBG program. Interested persons may obtain a copy of the Federal eligibility guidelines, available at the City of Calabasas Administrative Services Department, during regular business hours.

DISCUSSION/ANALYSIS:

The City of Calabasas estimated CDBG allocation for Program Year 2018-2019 is approximately \$82,806. This is a **planning estimate only**; the CDC will not release final appropriations from HUD until Spring 2018. The City's final CDBG allocation may be **more or less** than the planning estimate. Generally, the final allocation is within 10 % of the estimate provided. In FY 2017-2018, Calabasas' CDBG appropriation was \$84,496.

For consideration, the following project is proposed for the 2018-2019 CDBG Program Year:

Residential Rehabilitation - \$82,806

This project offers grants and loans to owner-occupied residential property owners (including mobile homes on permanent foundations) for emergency repairs, improvements to substandard properties, corrections to code violations, seismic retrofits, and lead-based paint and asbestos hazard evaluations and remediation. A wide range of exterior and interior repairs are eligible for funding including plumbing, electrical, roofing, heating, ventilation, air conditioning upgrades, handicap accessibility

ramps, and energy efficiency upgrades such as water heaters and windows. To be eligible, owners must qualify as low or moderate income under HUD guidelines. Grants up to a maximum of \$10,000 and deferred 0% loans of up to \$15,000 will be available to eligible homeowners. It is anticipated that approximately one to two loans and six to eight grants will be completed under this program.

Approximately 20 prospective applicants remain on the Residential Rehabilitation Program waiting list. During FY 2017-2018, eight households were served. For FY 2018-2019, it is anticipated that eight to 10 households will be served. To continue to meet the demand, it is recommended that the Residential Rehabilitation Program be offered for the upcoming CDBG Program Year 2018-2019.

FISCAL IMPACT/SOURCE OF FUNDING:

For planning purposes, the City's CDBG estimated annual allocation for the upcoming 2018-2019 Program Year will be approximately \$82,806.

REQUESTED ACTION:

Conduct a public hearing on the proposed projects and budget for the 2018-2019 Community Development Block Grant (CDBG) Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2018-1574 approving the allocation of 2018-2019 CDBG funds.

ATTACHMENT:

Resolution Number 2018-1574.

**ITEM 6 ATTACHMENT
RESOLUTION NO. 2018-1574**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING PROJECTS FOR
THE 44TH PROGRAM YEAR (2018-2019) COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDING.**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974; and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Calabasas estimates receiving \$82,806 in federal CDBG funds to further the attainment of these goals during Fiscal Year 2018-2019; and

WHEREAS, the City conducted a public hearing on January 24, 2018, to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas hereby resolves as follows:

SECTION 1: That the City of Calabasas desires to fund eligible CDBG projects with 44th Program Year Funds.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County Community Development Commission, through this document, the City's intent to approve and fund CDBG projects.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of 44th Program Year CDBG projects.

SECTION 4: That City staff is hereby authorized to perform modifications to approved projects as required to conform to CDBG requirements, and to provide for the expedient expenditure of funds.

SECTION 5: That for planning purposes, the City's CDBG estimated annual allocation for the upcoming 2018-2019 Program Year will be approximately \$82,806 and that those funds will be utilized to rehabilitate qualified homes in Calabasas.

SECTION 6: That notice of the public hearing was posted and advertised pursuant to applicable federal, state, and local laws.

SECTION 7: 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, and said copy to be submitted to the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this 24th day of January, 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

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




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: AUTHORIZING STAFF TO APPLY FOR M.S.R.C. FUNDING FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT TENNIS AND SWIM CENTER, D'ANZA PARK AND CALABASAS ROAD AND ALLOCATING PART OF AB2766 FUNDING TO THIS PROJECT

MEETING DATE: JANUARY 24, 2018

SUMMARY RECOMMENDATION:

Staff recommends that the City Council authorizes staff to apply for MSRC Funding for installation of three new electric vehicle charging stations at Tennis and Swim Center, D'Anza Park and Calabasas Road and allocating part of AB2766 funding to this project.

BACKGROUND AND DISCUSSION:

Through a collaborative effort between the City of Calabasas, South Coast Air Quality Management District and California Energy Commission, a fast dual charging station was installed at the Calabasas City Hall parking lot in August 2016. The site has been frequently used by local residents and other commuters. City of Calabasas installed two EV charging stations in City's Park and Ride facility located at Old Town Calabasas in 2017. With the increase in popularity of electric vehicles, many City residents have requested additional charging stations in City facilities and public streets.

After careful evaluation and coordination with the Community Services Department, one park on each side of Calabasas was identified for the installation of new EV charging stations: Tennis & Swim Center on the Eastside and D'Anza Park on the Westside. Additionally, a location on Calabasas Road across from Lovi's Restaurant was identified to serve commuters and restaurant users.

FISCAL IMPACT/SOURCE OF FUNDING:

The estimated cost of installing 3 charging stations is \$90,000. The bulk of funding is available through the MSRC's Clean Transportation Program. The purpose of this Program is to partner with cities that already participate in the AB 2766 Subvention Fund Program and to offer MSRC Clean Transportation Funding, also known as AB 2766 Discretionary Funding, as a means to leverage both funds to implement 2016 AQMP measures.

The MSRC program reimburses up to \$50,000 and 75% of the total project cost. The remaining balance could be allocated from City's AB2766 Discretionary Funding. 20% contingency funding is also needed for unforeseen expenses.

REQUESTED ACTION:

That the City Council authorizes staff to apply for MSRC Funding for installation of three new electric vehicle charging stations at Tennis and Swim Center, D'Anza Park and Calabasas Road and allocating part of AB2766 funding to this project.

ATTACHMENT:

PowerPoint presentation



LOCAL GOVERNMENT PARTNERSHIP PROGRAM

**A Funding Opportunity to Improve Air Quality
in Your Community**

Mobile Source Air Pollution Reduction Review Committee, aka “The MSRC”

- The MSRC was Established by the California Legislature in 1990
- Sole Mission is to Invest Funds to Reduce Air Pollution Generated by Mobile Sources (i.e., cars, trucks, buses, etc.)
 - ⇒ *Funds Generated by Surcharge on Motor Vehicle Registrations*
- The MSRC Works Closely with the South Coast Air Quality Management District; However, the MSRC is NOT a Regulatory Agency
 - ⇒ *The MSRC Invests in Clean Air Projects that Support SCAQMD Objectives & Priorities*

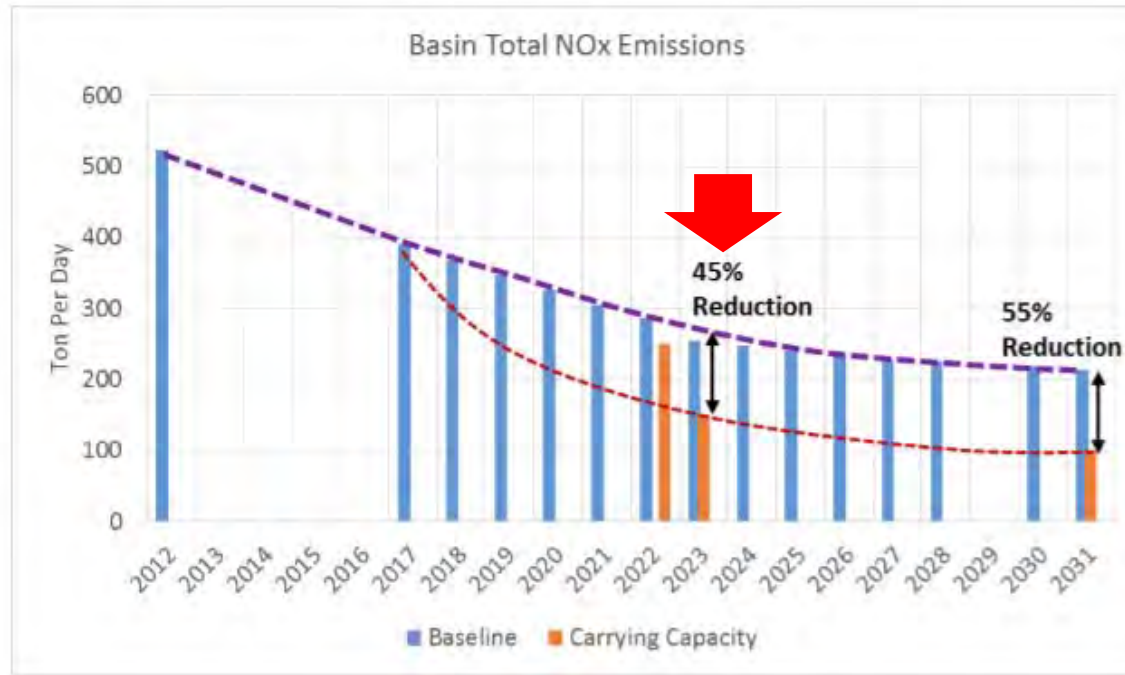
SIGNIFICANT AIR QUALITY CHALLENGES IN OUR REGION...

Standard	Concentration	Classification	Latest Attainment Year
2008 8-hour Ozone	75 ppb	Extreme	2031
2012 Annual PM2.5	12 µg/m ³	Moderate	2021
2006 24-hour PM2.5	35 µg/m ³	Serious	2025
1997 8-hour Ozone	80 ppb	Serious	2019
1979 1-hour Ozone	80 ppb	Extreme	2023
1979 1-hour Ozone	120 ppb	Extreme	2022

- **ACCORDING TO THE SOUTH COAST AQMD...**

- South Coast Region is **EXTREME NON-ATTAINMENT** for **OZONE**
- Ozone Causes **RESPIRATORY AILMENTS** and is a Primary Component of **SMOG**

MANDATORY AIR POLLUTION REDUCTIONS ARE NEEDED NOW...



- **NO_x** is a Precursor to Ozone (SMOG) Formation...
- *From Today's Levels – NO_x Emissions Need to be Reduced 45% by 2023 – That's Only a Few Years Away...*

HOW DO WE REDUCE NO_x EMISSIONS BY 45%?

By Implementing the
Clean Air Measures
Outlined in the South Coast
AQMD's 2016 Air Quality
Management Plan



- **The AQMP is the Roadmap for How to Meet Our Mandated Clean Air Obligations**

THE MSRC IS PARTNERING WITH THE SOUTH COAST AQMD AND WANTS TO PARTNER WITH YOU...

...To Implement High Priority AQMP Strategies

- ✓ AQMP includes Traditional Regulatory Measures & Incentive-based Strategies
- ✓ Incentive-Based Programs will Accelerate the Introduction of Key AQMP Technologies including Zero & Near-Zero Emission Vehicles

The MSRC Has Reserved Incentive Funding for Your Jurisdiction under the Local Government Partnership Program

This is a great opportunity to receive funding to implement projects your jurisdiction needs to be part of our clean air future

Participation is 100% voluntary

Funding is already reserved for your jurisdiction

Please ask your staff to work with the MSRC to develop projects that jumpstart implementation of the AQMP & help improve air quality for all residents

EV Charging Station on Calabasas Road



EV Charging Station at D'Anza Park



EV Charging Station at Tennis & Swim Center



Questions?



**Council Liaisons Appointments
August 9, 2017**

Budget Liaison	Gaines Weintraub
Commission Procedures/Council Protocols	Bozajian Gaines
Economic Development	Gaines Shapiro
Public Safety/Emergency Preparedness Task Force	Maurer Weintraub
Open Space/Annexations Liaison	Bozajian Maurer
Schools Area Traffic Safety Committee	Maurer Gaines
School Site Liaisons	Shapiro Weintraub
Senior Taskforce	Maurer Shapiro

**Council External Committee Appointments
August 9, 2017**

<u>Agoura Hills/Calabasas Community Center Joint Powers Authority Board</u>	Bozajian Weintraub (Alternate)
<u>Calabasas Chamber of Commerce</u>	Bozajian
<u>California Contract Cities Association</u>	Bozajian
<u>California Joint Powers Insurance Authority</u>	Mayor or designee
<u>The Valley Economic Alliance</u>	Shapiro
<u>Headwaters Corner Interpretive Center Board of Directors</u>	Maurer
<u>Las Virgenes – Malibu Council of Governments</u>	Weintraub
<u>League of California Cities</u>	Bozajian
<u>Los Angeles County City Selection Committee</u>	Mayor or designee
<u>Los Angeles Community Choice Energy Authority</u>	Weintraub Bingham (Alternate) Shapiro (Alternate)
<u>Santa Monica Mountains Conservancy Advisory Board</u>	Maurer
<u>Southern California Association of Governments (SCAG)</u>	Mayor Shapiro
<u>Valley Industry Commerce Association (VICA)</u>	Gaines



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<u>Administrative Services</u>					
100887	1/10/2018	ABDALI/ SARAH//	REIMBURSE EDUC EXPS- FALL 2017	1,047.50	Administrative Services
Total Amount for 1 Line Item(s) from Administrative Services				<u>\$1,047.50</u>	
<u>City Clerk</u>					
100949	1/10/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	93.43	City Clerk
100945	1/10/2018	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
Total Amount for 2 Line Item(s) from City Clerk				<u>\$138.43</u>	
<u>City Council</u>					
100880	1/4/2018	ROTARY CLUB OF CALABASAS	ANNUAL MEMBERSHIP- M.S. MAURER	280.00	City Council
100876	1/4/2018	PISZKER/JACQUELINE//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
Total Amount for 2 Line Item(s) from City Council				<u>\$530.00</u>	
<u>Civic Center O&M</u>					
100869	1/4/2018	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	564.00	Civic Center O&M
100861	1/4/2018	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
100861	1/4/2018	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
100868	1/4/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	546.01	Civic Center O&M
100913	1/10/2018	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
100864	1/4/2018	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	499.95	Civic Center O&M
100864	1/4/2018	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	499.95	Civic Center O&M
100868	1/4/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	441.45	Civic Center O&M
100881	1/4/2018	SECURAL SECURITY CORP	SECURITY- ADDT'L SVCS	35.88	Civic Center O&M
100881	1/4/2018	SECURAL SECURITY CORP	SECURITY- ADDT'L SVCS	35.88	Civic Center O&M
Total Amount for 10 Line Item(s) from Civic Center O&M				<u>\$4,240.12</u>	
<u>Community Development</u>					
100910	1/10/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	5,644.17	Community Development
100910	1/10/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,547.62	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	462.91	Community Development
100931	1/10/2018	RASCOE/JOAN//	R.A.P.- JAN 2018	218.00	Community Development





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100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	106.49	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	91.71	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	54.48	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	54.37	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	37.50	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	18.34	Community Development
100909	1/10/2018	CYBERCOPY	COPY/PRINTING SERVICE	15.60	Community Development
Total Amount for 12 Line Item(s) from Community Development				\$9,287.87	

Community Services

100908	1/10/2018	CUSTOM PRINTING, INC.	RECREATION BROCHURE	12,869.34	Community Services
100942	1/10/2018	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	4,158.00	Community Services
100907	1/10/2018	CUSTOM MAILING SOLUTIONS	POSTAGE	3,201.00	Community Services
100953	1/10/2018	WOLF/MEL//	RECREATION INSTRUCTOR	1,394.40	Community Services
100925	1/10/2018	KOBlick/WENDY SUE//	RECREATION INSTRUCTOR	931.00	Community Services
100912	1/10/2018	DNA ELECTRIC	ELECTRICAL REPAIRS	874.88	Community Services
100937	1/10/2018	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	747.25	Community Services
100925	1/10/2018	KOBlick/WENDY SUE//	RECREATION INSTRUCTOR	588.00	Community Services
100914	1/10/2018	ESGRO/DONNA BURKE//	RECREATION INSTRUCTOR	554.40	Community Services
100933	1/10/2018	SCHLAM/CAROLYN//	RECREATION INSTRUCTOR	441.00	Community Services
100896	1/10/2018	BROWN/JERRY//	RECREATION INSTRUCTOR	440.00	Community Services
100935	1/10/2018	SESAC	MUSIC LICENSE FEE	417.00	Community Services
100899	1/10/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME22147	368.72	Community Services
100926	1/10/2018	TANENBAUM/PATTY//	RECREATION INSTRUCTOR	175.00	Community Services
100868	1/4/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	174.26	Community Services
100903	1/10/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
100944	1/10/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	103.19	Community Services
100919	1/10/2018	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	100.00	Community Services
100915	1/10/2018	FILICE/LANA//	REIMB MILEAGE - DEC 17	95.98	Community Services
100902	1/10/2018	CAYNE/STACIE//	RECREATION INSTRUCTOR	84.00	Community Services
100936	1/10/2018	SIMMONS/NEIL//	RECREATION INSTRUCTOR	67.20	Community Services
100928	1/10/2018	LUGO/SHARLENE//	RECREATION INSTRUCTOR	40.00	Community Services
100927	1/10/2018	LIVESCAN	FINGERPRINTING SERVICES	9.00	Community Services



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Total Amount for 23 Line Item(s) from Community Services				\$27,938.62	
Finance					
100929	1/10/2018	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,717.78	Finance
100854	1/4/2018	ADP, INC	PAYROLL PROCESSING	4,163.30	Finance
100894	1/10/2018	BARTEL ASSOCIATES, LLC	GASB 68 CONSULTING SERVICES	1,200.00	Finance
100872	1/4/2018	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
100949	1/10/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	149.95	Finance
Total Amount for 5 Line Item(s) from Finance				\$10,731.03	
Library					
100865	1/4/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	723.69	Library
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	526.50	Library
100856	1/4/2018	AT&T	TELEPHONE SERVICE	187.85	Library
100871	1/4/2018	MIDWEST TAPE	DVD'S-LIBRARY	136.54	Library
100865	1/4/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	133.92	Library
100865	1/4/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	114.45	Library
100858	1/4/2018	BAKER & TAYLOR	BOOKS-LIBRARY	96.73	Library
100878	1/4/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	78.31	Library
100860	1/4/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01368	75.60	Library
100860	1/4/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01091	75.60	Library
100860	1/4/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
100871	1/4/2018	MIDWEST TAPE	DVD'S-LIBRARY	23.70	Library
100871	1/4/2018	MIDWEST TAPE	DVD'S-LIBRARY	23.36	Library
100878	1/4/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	17.75	Library
100858	1/4/2018	BAKER & TAYLOR	BOOKS-LIBRARY	11.83	Library
Total Amount for 15 Line Item(s) from Library				\$2,263.93	
LMD #22					
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,365.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,130.00	LMD #22
100857	1/4/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,434.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,070.00	LMD #22



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100875	1/4/2018	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	3,125.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,895.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,214.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,140.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	769.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	719.09	LMD #22
100857	1/4/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	672.75	LMD #22
100857	1/4/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	625.00	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	526.19	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	462.90	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	376.28	LMD #22
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	343.71	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	336.55	LMD #22
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	244.78	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	157.02	LMD #22
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	79.97	LMD #22
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	73.85	LMD #22
100857	1/4/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	70.00	LMD #22
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	42.54	LMD #22
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	24.89	LMD #22
Total Amount for 27 Line Item(s) from LMD #22				\$50,725.33	
<u>LMD #24</u>					
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	216.00	LMD #24
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	3.04	LMD #24
Total Amount for 2 Line Item(s) from LMD #24				\$219.04	
<u>LMD #27</u>					
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	24.11	LMD #27
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	0.76	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$24.87	



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LMD #32					
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	23.85	LMD #32
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	0.76	LMD #32
Total Amount for 2 Line Item(s) from LMD #32				\$24.61	
LMD 22 - Common Benefit Area					
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,889.00	LMD 22 - Common Benefit Area
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	1,691.97	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,024.16	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	543.23	LMD 22 - Common Benefit Area
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	388.21	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	284.00	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	246.07	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	179.00	LMD 22 - Common Benefit Area
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	166.89	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	157.28	LMD 22 - Common Benefit Area
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	152.37	LMD 22 - Common Benefit Area
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	80.80	LMD 22 - Common Benefit Area
Total Amount for 12 Line Item(s) from LMD 22 - Common Benefit Area				\$14,802.98	
Media Operations					
100941	1/10/2018	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,081.00	Media Operations
100938	1/10/2018	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,012.50	Media Operations
100904	1/10/2018	CLIENTFIRST CONSULTING GRP LLC	IT CONSULTING SERVICES	450.00	Media Operations
100898	1/10/2018	CALNET TECHNOLOGY GROUP	LASER FISCHER PORTAL	200.00	Media Operations
Total Amount for 4 Line Item(s) from Media Operations				\$2,743.50	
Non-Departmental					
100885	1/4/2018	WATERPROOFING EXPERTS, INC.	CDBG RES REHAB- KEELER/VALDEZ	15,000.00	Non-Departmental
100920	1/10/2018	IRON MOUNTAIN	STORAGE SERVICES	1,645.68	Non-Departmental
100862	1/4/2018	CR PRINT	LETTERHEAD	832.20	Non-Departmental
100862	1/4/2018	CR PRINT	STOCK - ENVELOPES	716.13	Non-Departmental
100870	1/4/2018	MAILFINANCE	POSTAGE METER LEASE	453.24	Non-Departmental
100877	1/4/2018	READYREFRESH BY NESTLE	WATER SERVICE	349.66	Non-Departmental



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100863	1/4/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	23.19	Non-Departmental
100860	1/4/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	19.49	Non-Departmental
Total Amount for 8 Line Item(s) from Non-Departmental				\$19,039.59	
<u>Payroll</u>					
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	4,214.99	Payroll
100874	1/4/2018	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- JAN 18	58.50	Payroll
Total Amount for 2 Line Item(s) from Payroll				\$4,273.49	
<u>Police / Fire / Safety</u>					
100866	1/4/2018	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- NOV 2017	3,185.74	Police / Fire / Safety
100867	1/4/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,985.67	Police / Fire / Safety
100867	1/4/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,788.38	Police / Fire / Safety
100867	1/4/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	894.19	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$8,853.98	
<u>Public Works</u>					
100946	1/10/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	10,650.96	Public Works
100873	1/4/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,875.00	Public Works
100952	1/10/2018	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,915.00	Public Works
100906	1/10/2018	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,545.94	Public Works
100940	1/10/2018	SWRCB FEES	NPDES PERMIT FEE FY 17/18	2,088.00	Public Works
100917	1/10/2018	GORGIN/KLAYMOND//	CONSULTING SERVICES	1,355.50	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	966.75	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	926.75	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	650.50	Public Works
100868	1/4/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	607.18	Public Works
100868	1/4/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	568.64	Public Works
100879	1/4/2018	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100879	1/4/2018	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100893	1/10/2018	BALLOUT/AHMAD//	CONSULTING SERVICES	520.00	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	500.50	Public Works
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works



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100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	383.00	Public Works
100893	1/10/2018	BALLOUT/AHMAD//	CONSULTING SERVICES	360.00	Public Works
100873	1/4/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	337.50	Public Works
100891	1/10/2018	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	306.04	Public Works
100884	1/4/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	201.91	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	94.00	Public Works
100886	1/4/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	94.00	Public Works
Total Amount for 25 Line Item(s) from Public Works				\$35,219.17	

Recoverable / Refund / Liability

100911	1/10/2018	DEPARTMENT OF CONSERVATION	4TH QUARTER 2017 SMIP FEE	1,206.34	Recoverable / Refund / Liability
100954	1/10/2018	LYSIK/GARY J//	ICMA REIMBURSEMENT	993.59	Recoverable / Refund / Liability
100897	1/10/2018	CALIFORNIA BUILDING STANDARDS	4TH QTR 2017 GREEN BLDG	499.50	Recoverable / Refund / Liability
100874	1/4/2018	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	385.00	Recoverable / Refund / Liability
100930	1/10/2018	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	192.80	Recoverable / Refund / Liability
100947	1/10/2018	VILLANEDA/ISAAC//	RECREATION REFUND	110.00	Recoverable / Refund / Liability
100916	1/10/2018	GOLDMAN/SUSAN//	RECREATION REFUND	65.00	Recoverable / Refund / Liability
100922	1/10/2018	JOHNSON/AUDREY//	RECREATION REFUND	55.00	Recoverable / Refund / Liability
100939	1/10/2018	STATE DISBURSMENT	WAGE GARNISHMENT- 1/5/18	46.15	Recoverable / Refund / Liability
100934	1/10/2018	SEDMAN/MALKA//	RECREATION REFUND	13.00	Recoverable / Refund / Liability
100885	1/4/2018	WATERPROOFING EXPERTS, INC.	CDBG RES REHAB- KEELER/VALDEZ	-1,500.00	Recoverable / Refund / Liability
Total Amount for 11 Line Item(s) from Recoverable / Refund / Liability				\$2,066.38	

Tennis & Swim Center

100948	1/10/2018	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	12,604.50	Tennis & Swim Center
100905	1/10/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	4,094.31	Tennis & Swim Center
100905	1/10/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	839.43	Tennis & Swim Center
100905	1/10/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	826.00	Tennis & Swim Center
100905	1/10/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
100900	1/10/2018	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	683.06	Tennis & Swim Center
100948	1/10/2018	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	575.00	Tennis & Swim Center
100901	1/10/2018	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	551.40	Tennis & Swim Center
100950	1/10/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	438.54	Tennis & Swim Center
100889	1/10/2018	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	324.00	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 01/04/2018 to 01/10/2018

Date: 1/12/2018
 Time: 3:03:43PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100950	1/10/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	287.12	Tennis & Swim Center
100903	1/10/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
100903	1/10/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
100890	1/10/2018	AM PM DOOR INC	DOOR REPAIRS	247.50	Tennis & Swim Center
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	169.49	Tennis & Swim Center
100924	1/10/2018	KISHIMOTO/RAINE//	REIMB MILEAGE - DEC 17	17.60	Tennis & Swim Center
100895	1/10/2018	BCC	LIFE & DISABILITY INS- JAN 18	16.37	Tennis & Swim Center
Total Amount for 17 Line Item(s) from Tennis & Swim Center				\$22,992.97	

Transportation

100882	1/4/2018	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	278,180.92	Transportation
100923	1/10/2018	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	41,607.35	Transportation
100921	1/10/2018	JOHN KULAR CONSULTING	ENGINEERING SERVICES	21,046.06	Transportation
100859	1/4/2018	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	14,641.10	Transportation
100921	1/10/2018	JOHN KULAR CONSULTING	ENGINEERING SERVICES	14,626.81	Transportation
100918	1/10/2018	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE DEC 2017	9,199.50	Transportation
100888	1/10/2018	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,824.65	Transportation
100855	1/4/2018	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- JAN 2018	1,933.82	Transportation
100923	1/10/2018	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	1,463.15	Transportation
100883	1/4/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE	1,459.13	Transportation
100923	1/10/2018	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	1,158.45	Transportation
100943	1/10/2018	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- JAN 2017	260.10	Transportation
100951	1/10/2018	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	121.53	Transportation
100932	1/10/2018	REITHOFFER/JASON//	MILEAGE REIMBURSEMENT	100.62	Transportation
100892	1/10/2018	AT&T	TELEPHONE SERVICE	86.04	Transportation
100906	1/10/2018	COUNTY OF LOS ANGELES	CONTRACT SERVICES	22.37	Transportation
Total Amount for 16 Line Item(s) from Transportation				\$391,731.60	

GRAND TOTAL for 202 Line Items

\$608,895.01

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

14-Feb

CC	Presentation	Employee service awards
CC	Presentation	To Senior Center benefactors
PW	Consent	Approval of Articles of Agreement for Construction of Las Virgenes Creek Restoration Project - Phase II, Project Spec. No. 17-18-02, to GMZ Engineering, Inc. in the amount of \$1,771,375

Future Items

CD	New Business	Reznik
CD	Public Hearing	Community development forums
CD	Public Hearing	Blackbird Way General Plan Amendment
CD	New Business	Annexation update/sphere of influence ideas
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
CC	Consent	Election Resolutions
CC	Consent	Conflict of Interest Code
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

28-Feb	8-Aug
14-Mar	22-Aug
28-Mar	12-Sep - Canceled League's Annual Conference
11-Apr	26-Sep
25-Apr	10-Oct
9-May	24-Oct
23-May	6-Nov - General Municipal Election
13-Jun	14-Nov
16-Jun - Budget Workshop (Saturday)	28-Nov
27-Jun	12-Dec - Election Certification/Council Reorganization
11-Jul - Canceled	26-Dec - Canceled