



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA**  
**REGULAR MEETING – WEDNESDAY, JUNE 14, 2017**  
**START TIME 7:30 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**100 CIVIC CENTER WAY, CALABASAS**  
[www.cityofcalabasas.com](http://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 – 7:30 P.M.**

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

### **PRESENTATIONS – 7:45 P.M.**

- Recognition of Cub Scouts, Pack 333 for their Patriotic Concerts to Senior Citizens
- Recognition of Cami Sylvester for being a 2017 Gold Award recipient
- [One year anniversary and operation of the Calabasas Senior Center](#)

### **ANNOUNCEMENTS/INTRODUCTIONS – 8:15 P.M.**

- Adjourn in memory

### **ORAL COMMUNICATION – PUBLIC COMMENT – 8:25 P.M.**

## CONSENT ITEMS – 8:35 P.M.

1. Approval of meeting minutes from May 24 and June 3, 2017
2. Adoption of Ordinance No. 2017-356 approving a Development Agreement No. 2017-01 and associated Dedication Agreement between the City of Calabasas and Rondell Oasis, LLC providing for the acquisition of vacant land and construction of a public parking lot and approving substitute use of that parking lot for required off-street parking and concentration of related development rights for an approved hotel. The subject site is located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015), within the Commercial Retail zoning district and Scenic Corridor overlay zone
3. Adoption of Ordinance No. 2017-355, amending Chapter 8.13 and section 17.12.125 of the Calabasas Municipal Code by: 1) expanding the prohibition of marijuana dispensaries to also prohibit any form of marijuana commerce, trade, or industry, including but not limited to: commercial cultivation, production, processing, packaging, warehousing, wholesale distribution, shipping or delivery services, clinical testing, and any other business related to marijuana or any marijuana derivative, whether recreational or medical; 2) establishing an exception to the prohibitions therein to allow inside a fully enclosed and secured private residence or accessory structure, the private non-commercial cultivation of not greater than six marijuana plants, and the associated non-commercial processing and use of marijuana and marijuana products as specified in the State Law, and updating personal use cultivation standards accordingly; 3) revising the marijuana delivery or transport prohibition by creating an exception for the lawful delivery or transport of marijuana and/or marijuana products to persons or entities within the City via public roads by persons or firms licensed to do so under State Law; and, 4) updating definitions of terms to align with the definitions provided within the State Law
4. Adoption of Resolution No. 2017-1552, levying special taxes within City of Calabasas Community Facilities District No. 98-1; and adoption of Resolution No. 2017-1553, levying special taxes within City of Calabasas Community Facilities District No. 2006-1
5. Recommendation to approve a professional services agreement for \$603,756 with Michael Baker International, Inc. for the Lost Hills Interchange/US 101 Design Support during construction and the Community Development Block Grant Housing Rehabilitation Program consulting

6. Recommendation to approve a five-year professional services agreement with Rincon Consultants, Inc. for environmental services in an amount not exceed \$500,000
7. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the Homeowner Associations: Calabasas Country Estates, Zone 4, \$277,693; and Clairidge, Zone 10, \$402,876, within Landscape Lighting Act District 22 in the City of Calabasas
8. Recommendation to allocate \$65,000 from the FY 2017-2018 General Fund to the Agoura Hills/Calabasas Community Center Joint Powers Authority

#### **PUBLIC HEARING – 8:45 P.M.**

9. Adoption of Resolution No. 2017-1550, approving a final Engineer's Report in connection with Landscape Lighting Act Districts Nos. 22, 24, 27 and 32 and confirming diagrams and assessments for such districts for Fiscal Year 2017-2018
10. Recommendation to adopt Resolution No. 2017-1555, approving the City of Calabasas Transit Fare Schedule

#### **NEW BUSINESS – 9:15 P.M.**

11. Presentation from Andrew Meiman, Principal, ARC Alternatives, on the third-party review of the Los Angeles County Community Energy (LACCE) Plan related to the Community Energy (LACCE) Business Plan

#### **INFORMATIONAL REPORTS – 9:40 P.M.**

12. Check Register for the period of May 15-31, 2017

#### **TASK FORCE REPORTS – 9:45 P.M.**

#### **CITY MANAGER'S REPORT – 9:50 P.M.**

#### **FUTURE AGENDA ITEMS – 9:55 P.M.**

#### **ADJOURN – 10:00 P.M.**

The City Council will adjourn in memory of Ray Phillips, Andrew "Andy" Lucove and Lon Morton to their regular meeting scheduled on Wednesday, June 28, 2017, at 7:00 p.m.

# SENIOR CENTER ONE YEAR PRESENTATION



CITY *of* CALABASAS

CITY COUNCIL MEETING  
JUNE 14, 2017

# SENIOR CENTER RIBBON CUTTING

JUNE 24, 2016  
OVER 500 IN ATTENDANCE



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# SENIOR CENTER INFORMATION

- OFFICIALLY OPENED TO THE COMMUNITY ON JULY 5, 2016
- 557 MEMBERS
- 92 PROGRAMS FALL 2016, 89 PROGRAMS WINTER 2017 AND 178 PROGRAMS SPRING/SUMMER 2017
- 15 NON MEMBER DAILY DROP IN RATE
- 13 ACTIVE INTEREST CLUBS
- 8 MEMBER ADVISORY BOARD - PROGRAMS
- 50+ VOLUNTEERS
- 82% OF PROGRAM REGISTRATIONS ARE ONLINE THROUGH THE ACTIVE NETWORK



# SENIOR CENTER INFORMATION

- FIRST YEAR REVENUE IS TRENDING \$75K HIGHER THAN APPROVED BUDGET
- BUDGET SHORTFALL IS \$63K LESS THAN APPROVED BUDGET
- FACILITY RENTALS BEGAN JANUARY 1<sup>ST</sup>
- SENIOR CENTER STAFF SCHEDULES FOUNDERS HALL
- MONTHLY MEMBER SOCIALS ON THE 3<sup>RD</sup> FRIDAY OF EACH MONTH FROM 3:00PM TO 4:30PM
- MEMBERSHIP RENEWALS START JULY 15<sup>TH</sup>



# AMENITIES



# AMENITIES



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# AMENITIES



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# CALENDARS AND NEWSLETTERS

## JUNE 2017

ART ROOM CARD ROOM CONFERENCE ROOM MULTIPURPOSE ROOM SPORTS ROOM OUTSIDE OF CSC TENNIS & SWIM CENTER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				<b>1</b> 9a-5p Open Card Play 9:15-12:45p Mah Jongg 9a-5p Billiards & Darts 9a-5p Putting Green	<b>9</b> 1p-12p Open Paint Time 9a-5p Open Card Play 9a-5p Ping-Pong & Darts 9a-5p Putting Green 11a Backgammon Club	<b>3</b> 9-11:45 am Open Paint Time Open Card Play Billiards & Darts Putting Green
<b>4</b>	<b>5</b> 12 noon-8p Open Card Play 9a-5p Putting Green 9a-8p Billiards & Darts 11a-2p Canasta Club 12:30-4p Mexican Train Club 3-5p Photography 6:30-7:30p Animal Lovers	<b>6</b> 7:30am Hiking Club 9-11a Pinochle Club 9a-1p Open Card Play 9a-5p Billiards & Darts 9a-5p Putting Green 1-3:30p Poker Club 2-3p Billiards Club	<b>7</b> 9a-1p Open Paint Time 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Ping Pong & Darts 12n-3p Scrabble Club 2:30-4:30p Ping Pong Club 3-5:00p Steering Committee	<b>8</b> 9a-5p Open Card Play 9:15-12:45p Mah Jongg 9a-5p Billiards & Darts 9a-5p Putting Green 3:00-5:00p Garden Club 1:30 Book Club	<b>9</b> 1p-12p Open Paint Time 9a-5p Open Card Play 9a-5p Ping-Pong & Darts 9a-5p Putting Green 11a Backgammon Club	<b>10</b> 9-11:45 am Open Paint Time Open Card Play Billiards & Darts Putting Green
<b>11</b>	<b>12</b> 9a-8p Open Card Play 9a-5p Putting Green 9a-8p Billiards & Darts 11a-2p Canasta Club 12:30-4p Mexican Train Club	<b>13</b> 9-11a Pinochle Club 9a-1p Open Card Play 9a-5p Billiards & Darts 9a-5p Putting Green 1-3:30p Poker Club 2-3p Billiards Club	<b>14</b> 9a-1p Open Paint Time 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Ping Pong & Darts 12n-3p Scrabble Club 2:30-4:30p Ping Pong Club	<b>15</b> 9a-5p Open Card Play 9:15-12:45p Mah Jongg 9a-5p Billiards & Darts 9a-5p Putting Green	<b>16</b> 1p-5p Open Paint Time 9a-5pm Open Card Play 9a-5p Ping-Pong & Darts 9a-5p Putting Green 11a Backgammon Club	<b>17</b> 9-11:45 am Open Paint Time Open Card Play Billiards & Darts Putting Green
<b>18</b>	<b>19</b> 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Billiards & Darts 11a-2p Canasta Club 12:30-4p Mexican Train Club 3:00-5:00p Movie Club	<b>20</b> 7:30a Hiking Club 9-11a Pinochle Club 9a-1p Open Card Play 9a-5p Billiards & Darts 9a-5p Putting Green 1-3:30p Poker Club 2-3p Billiards Club	<b>21</b> 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Ping Pong & Darts 12n-3p Scrabble Club 2:30-4:30p Ping Pong Club 3:00-5p Advisory Board Mtg	<b>22</b> 9a-5p Open Card Play 9:15-12:45p Mah Jongg 9a-5p Billiards & Darts 9a-5p Putting Green	<b>23</b> 1p-5p Open Paint Time 9a-5pm Open Card Play 9a-5p Ping-Pong & Darts 9a-5p Putting Green 11a Backgammon Club	<b>24</b> 9-11:45 am Open Paint Time Open Card Play Billiards & Darts Putting Green
<b>25</b>	<b>26</b> 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Billiards & Darts 11a-2p Canasta Club 12:30-4p Mexican Train Club	<b>27</b> 9-11a Pinochle Club 9a-1p Open Card Play 9a-5p Billiards & Darts 9a-5p Putting Green 1-3:30p Poker Club 2-3p Billiards Club	<b>28</b> 9a-5p Open Card Play 9a-5p Putting Green 9a-5p Ping Pong & Darts 12n-3p Scrabble Club 2:30-4:30p Ping Pong Club 2-3:00p Travel Club	<b>29</b> 9a-5p Open Card Play 9:15-12:45p Mah Jongg 9a-5p Billiards & Darts 9a-5p Putting Green	<b>30</b> 1p-5p Open Paint Time 9a-5pm Open Card Play 9a-5p Ping-Pong & Darts 9a-5p Putting Green 11a Backgammon Club	



**HAPPY BIRTHDAY TO US!!**  
The Calabasas Senior Center completes its first year of operation this June. Our very successful Inaugural year has included programming with more than 170 classes, lectures and excursions, and more than a dozen special interest clubs. On **Saturday, June 24** a sold-out presentation by well-known NBC-TV weathercaster Fritz Coleman, will be followed by a special celebration beginning at 3:00 pm. Everyone is invited to gather in front of the Calabasas Senior Center as the Mayor and City Council cut the birthday cake. This will be followed by refreshments, tours, and entertainment inside the Center.

**The Savvy Travel Club**  
A new club, open to everyone!  
The Savvy Travel Club will meet on the last Wednesday of each month, 2:00—3:00 pm at the Calabasas Senior Center. Bring your photos, stories and questions!  
Free Giveaway Raffle!

All are welcome to attend the next **Steering Committee Meeting** on **Wednesday, June 7th, 3-4:45pm** at the Calabasas Senior Center. We value your participation and ideas. Learn more about the Center.

**Instructor Profile:**  
**Jenny Suzkaltsev, Dancing Chair Yoga**  
Jenny Suzkaltsev, instructor of our Dancing Chair Yoga class, believes that practicing yoga gives us energy and helps us to live our lives as we desire.  
Jenny was born in the Ukraine. As a child she was a gymnast and has always had artistic talent. She received a Bachelor's degree in architectural engineering and as a young adult worked as an architect in Russia. Jenny came to the United States 25 years ago. Building upon her architectural background, she worked as an illustrator and character designer in the animation industry for ten years.

Throughout her life, Jenny has been interested in yoga, and began learning and practicing it after she settled down in the United States. "Yoga is great for all ages, and even if you never tried it before it not too late," Jenny says. "It's fine for seniors because yoga is comfortable and safe", she adds. Jenny's Dancing Chair Yoga is taught on Wednesday afternoons in the Art Room of the Calabasas Senior Center. Her summer session begins on June 21<sup>st</sup> and the Registration Code is 7209.301. For more information, call: (818) 224-1777.

**Two classes have been added for the Summer session:**  
**Beginning Oil Painting**, Mondays, 6/26-8/6, 1-3:00pm, Code 7801.301  
**Dance Express**, Thursdays, 6/22-8/10, 10:15-11:15am, Code 7205.302  
Register online or at the Calabasas Senior Center.

Calabasas Senior Center  
200 Civic Center Way  
Monday-Friday  
9:00 am—5:00 pm  
Saturdays  
9:00 am—12:00 pm

[www.CalabasasSeniorCenter.com](http://www.CalabasasSeniorCenter.com)

**Reminder!**  
Annual membership at the Calabasas Senior Center will automatically renew on July 15<sup>th</sup> or your individual membership anniversary date.

On January 11, 2017, the City Council adopted Resolution No. 2017-1534 establishing a citywide fee schedule to be adjusted annually on July 1<sup>st</sup> based upon the Consumer Price Index for Los Angeles County. Therefore, the Senior Center membership rates will be \$101 for an individual membership and \$126 for a couple, beginning July 1, 2017.

If your old Mah Jongg set is collecting dust, the Drop-In Mah Jongg Club meets on Thursdays from 9:30 am to 12:30 pm in the Card Room of the Center.

**The Book Club welcomes new members!**  
The next meeting is on Thursday, June 8<sup>th</sup> at 1:30 pm at the Calabasas Senior Center. The book is "An Unnecessary Woman" by Rabih Alameddine. Please contact Phoebe Pollack: phoebepl@yahoo.com



CITY of CALABASAS

## SENIOR CENTER ONE YEAR PRESENTATION JUNE 14, 2017

# MONTHLY EVENTS AUG.-SEPT.



**ICE  
Cream  
SOCIAL**

**FRIDAY, AUGUST 12TH  
3-5PM**

Ice Cream Social to welcome all  
**SENIOR CENTER MEMBERS.**  
**Get the Scoop!**

Meet your fellow Calabasas Senior Center members and find out about activities, clubs and groups at the new Senior Center.  
Dig into a complimentary dish of your favorite ice cream and toppings!



**Blue Hawaiian Luau**  
Calabasas Senior Center

**Sunday, August 21st  
6:00pm-8:30pm**

Grab your grass skirt or aloha shirt, put a flower in your hair, and sign up to enjoy a "Blue Hawaiian Luau" on the evening of **Sunday, August 21st**, from 6:00 to 8:30 p.m. Our new Calabasas Senior Center will be transformed into a tropical paradise for the first evening event in our new building.

Join us for a delicious island inspired Luau buffet dinner, with entertainment by **Raymond Michael**, long recognized as one of the best Elvis tribute acts. Michael keeps the memory of the King of Rock & Roll alive with his upbeat, classy performance.

Entertainment will begin at 7:00 p.m.  
Raymond Michael has performed at Knott's Berry Farm, Six Flags Parks, has appeared in Las Vegas, on television and in concert. He will be wearing one of his thirty jumpsuits that are exact replicas of Elvis Presley's. When not performing as Elvis, Michael teaches chorus and musical show production at Moorpark High School. The "Blue Hawaiian Luau" Social is \$35 per person for members of the Calabasas Senior Center. Please phone: (818) 224-1777 for more information.

**We'll have a "hula-va" time!**  
Event code: **7400.301**  
Fee: **\$35 per person**  
Member discount will apply at "Check Out"  
**Sign Up Today, Seating Limited!**




**MEMBERS, JOIN THE  
CALABASAS SENIOR CENTER  
TO CELEBRATE**

**Mexican Independence Day**  
FRIDAY, SEPTEMBER 16TH from 3PM-4:30PM

**HOLA ! MEMBERS,  
ENJOY A TASTE OF MEXICO FOR OUR  
MONTHLY SOCIAL. WE WILL CELEBRATE  
WITH CHIPS & SALSA, A GAME OF MEX-  
ICAN TRAIN (DOMINOS GAME) AND  
ENJOY CHURROS FOR DESSERT .**

**GRACIAS, AMIGOS !**




CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# MONTHLY EVENTS OCT.-DEC.



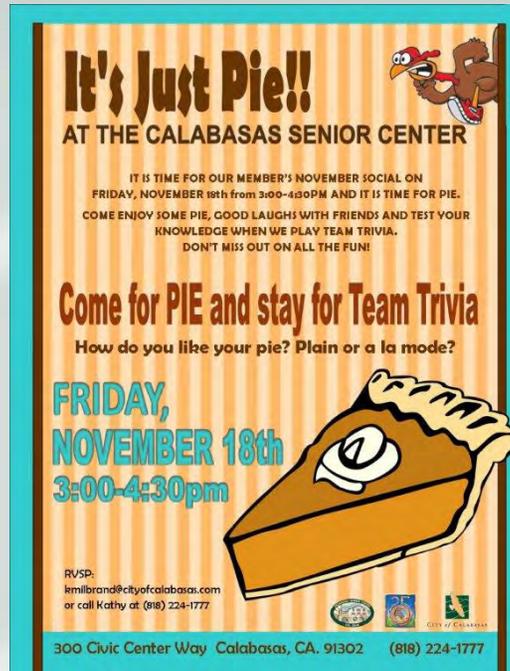
**Oktoberfest** at the Calabasas Senior Center

**FRIDAY, OCTOBER 21ST**  
3:00pm-4:30pm

Members, come celebrate Oktoberfest at the Calabasas Senior Center. Good friends, Good food Good times are here! So come celebrate with pretzels and rootBEER! Make that rootBEER floats!

Enjoy games, food and socializing with other CSC Members.  
RVSP: [kmilbrand@cityofcalabasas.com](mailto:kmilbrand@cityofcalabasas.com) or call Kathy at 818-224-1777

300 Civic Center Way Calabasas CA. 91302 (818) 224-1777



**It's Just Pie!!** AT THE CALABASAS SENIOR CENTER

IT IS TIME FOR OUR MEMBER'S NOVEMBER SOCIAL ON FRIDAY, NOVEMBER 18th from 3:00-4:30PM AND IT IS TIME FOR PIE. COME ENJOY SOME PIE, GOOD LAUGHS WITH FRIENDS AND TEST YOUR KNOWLEDGE WHEN WE PLAY TEAM TRIVIA. DON'T MISS OUT ON ALL THE FUN!

**Come for PIE and stay for Team Trivia**  
How do you like your pie? Plain or a la mode?

**FRIDAY, NOVEMBER 18th**  
3:00-4:30pm

RVSP: [kmilbrand@cityofcalabasas.com](mailto:kmilbrand@cityofcalabasas.com) or call Kathy at (818) 224-1777

300 Civic Center Way Calabasas, CA. 91302 (818) 224-1777



**NEW YEAR'S EVE PARTY** CALABASAS SENIOR CENTER

**2016**  
6:30pm-9:30pm

- Entertainment by Patrick Bell, "Operakadabra"
- Dinner with Wine & Beer
- Dessert
- Champagne Toast while watching the Ball Drop in New York's Times Square
- \$45.00 Members
- \$54.00 Non-Residents
- Code: 2017.401



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# MONTHLY EVENTS JAN.-APRIL



**BINGO**

Calabasas Senior Center  
Members Monthly Social

**"Bingo Bash"**

Come for Bingo ...  
Stay for Pizza...  
...Win prizes

Friday  
January 20th  
3:00 to 4:30pm

RSVP Required:  
kmlbrand@cityofcalabasas.com  
Or call Kathy at (818) 224-1777

www.calabasaseniorcenter.com 300 Civic Center Way



The February Member Social will celebrate Presidents Day with a game called "Two Truths & A Lie" and Cherry Pie a la Mode

Honest Abe...  
"I cannot tell a lie..."

Friday  
February 17th  
3:00 to 4:30 pm

RSVP Required:  
kmlbrand@cityofcalabasas.com  
Or call Kathy at (818) 224-1777

Calabasas Senior Center 300 Civic Center Way



Let's **EAT**  
**DRINK & Be SAVVY**

Live entertainment, Irish goodies, and great company!

Join Us

MARCH 17 3:00-4:30PM

Calabasas Senior Center  
Members social  
300 Civic Center Way  
RSVP: kmlbrand@cityofcalabasas.com  
or call Kathy at (818) 224-1777



**Time to PAR-TEE!**  
Swing on by and celebrate  
The Calabasas Senior Center Invitational

Master golf, golf trivia and other golf games with friends and laughs

FRIDAY, APRIL 21, 2017  
3:00PM-4:30PM  
MEMBER SOCIAL

RSVP REQUIRED: 818-224-1777  
SeniorCenterStaff@CITYOFCALABASAS.COM

Calabasas Senior Center  
300 Civic Center Way  
Calabasas, CA, 91302



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# MEMBER/PROGRAM PHOTOS



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# MEMBER/PROGRAM PHOTOS



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# MEMBER/PROGRAM PHOTOS



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

# IMPROVEMENTS/DONATIONS SINCE OPENING

ADA AUTOMATIC FRONT DOORS (INSTALL THIS MONTH)  
WINDOW TREATMENTS  
ART WALL HANGING SYSTEM  
PATIO SEAT WALL PLASTER/PAINTING  
PATIO BISTRO LIGHTING  
OFFICE AND RECEPTION CABINETS  
BULLETIN BOARD  
ARTWORK

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PIANO  
PING PONG TABLE  
MAGAZINES  
GAMES  
SUSIE CAKES TWICE WEEKLY (TUE. & THUR.)





# **ONE YEAR BIRTHDAY PARTY**

## **SATURDAY, JUNE 24<sup>TH</sup>**

**2PM-3PM FRITZ COLEMAN SOLD OUT**  
**3PM-4PM CAKE, ENTERTAINMENT AND TOURS**



CITY of CALABASAS

SENIOR CENTER ONE YEAR PRESENTATION  
JUNE 14, 2017

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MAY 24, 2017**

Mayor Maurer called the meeting to order at 7:03 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

**ROLL CALL**

Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub  
Absent: None.  
Staff: Bartlett, Bingham, Coroalles, Farassati, Hernandez, Howard, Klein, Tamuri and Yalda.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance by Boy Scout Pack 333 – Webelos 1

**APPROVAL OF AGENDA**

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

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

**PRESENTATIONS**

- Recognition of Jacob Turobiner for his Aid for Hope project

Councilmember Weintraub recognized Jacob Turobiner.

- LVMWD annual library book donation and briefing to the Council on the proposed Pure Water Project

Ms. Tiffany Wright and Board Vice-President, Charles Caspary presented the book donation. Mr. David Petersen provided a briefing on the Pure Water Project.

**ANNOUNCEMENTS/INTRODUCTIONS**

Mayor Maurer announced that the meeting would be adjourned in memory of Dr. Michel Jacoby and La Cañada Flintridge Councilmember, David A. Spence. Mrs. Jacoby expressed appreciation for this honor.

Members of the Council made the following announcements:

Mayor pro Tem Gaines:

- Congratulated Mayor Maurer for her pitch at Dodger at the May 9 game.
- Extended an invitation to Calabasas night at a Galaxy Soccer game on August 12.
- CHS will host a spring concert on May 25 at the Performing Arts Center.
- CHS Boys' Volleyball team were defeated by Notre Dame at a CIF-SS Division 2 game. The team moved to the Southern California Regionals of the State Volleyball tournament.
- The Chamber's monthly breakfast is scheduled on June 8.
- Wished everyone a happy Memorial Day weekend and asked to remember those who have given their lives for our Country.

Councilmember Bozajian:

- Expressed appreciation to staff for a successful Calabasas Fine Arts Festival, as well as for the Arbor Day celebration.
- The AHCCC will host a mattress sale fundraiser on June 10 and a flea market on July 8.
- Showcased the annual summer activities.

Councilmember Weintraub:

- Extended an invitation to the Budget Workshop scheduled on Saturday, June 3.
- Extended an invitation to the summer concert series starting on June 25.
- Extended appreciation to the Public Safety Commission and staff for a successful Crime Prevention Expo.
- Expressed condolences to the family of Mary Solis and requested a future meeting be adjourned in her memory.

Councilmember Shapiro:

- Echoed condolences to the Solis Family and acknowledged Mary's efforts with the Literally Healing Program.
- Attended with Mayor Maurer the Annual Relay for Life event on May 20-21.
- Showcased a video regarding the LVMWD's and Calabasas Solar Cup team.
- Read an email from a CHS administrator thanking City workers for putting out a brush fire that sparked near the school.
- Extended congratulations to all students who will be graduating this year.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Harold Arkoff, Chelsae Jordan and Katherine Diemert spoke during public comment.

## **CONSENT ITEMS**

1. Approval of meeting minutes from April 26, 2017
2. Sheriff's crime report – April 2017
3. Approval of exception to the hiring freeze to hire an Executive Assistant to fill a vacant position in the City Clerk's Division; and recommendation to approve an increase in salary for the City Clerk position; and adoption of Resolution No. 2017-1554, approving the reclassification of an Executive Assistant III to an Executive Assistant I; and approving the salary range adjustment for the City Clerk position
4. Recommendation to approve a professional services agreement with Burns Pacific Construction, Inc. in the amount of \$300,000 on an as-needed basis for debris removal, emergency response and other related services
5. Recommendation to approve a professional services agreement with John Kular Consulting in an amount not to exceed \$220,000 (Two Hundred Twenty Thousand Dollars) for engineering services for the Rondell Street Park and Ride Project

**Councilmember Shapiro moved, seconded by Councilmember Bozajian to approve Consent Item Nos. 1, 3 and 4. MOTION CARRIED 5/0 as follows:**

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

**After discussion, Councilmember Bozajian moved, seconded by Councilmember Weintraub to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:**

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

**Mayor pro Tem Gaines recused from participating on Consent Item No. 5.**

**Councilmember Bozajian moved, seconded by Councilmember Shapiro to approve Consent Item No. 5. MOTION CARRIED 4/0 as follows:**

**AYES:** Mayor Maurer, Councilmembers Bozajian, Shapiro and Weintraub

## PUBLIC HEARING

6. Introduction of Ordinance No. 2017-356 approving a Development Agreement No. 2017-01 and associated Dedication Agreement between the City of Calabasas and Rondell Oasis, LLC providing for the acquisition of vacant land and construction of a public parking lot and approving substitute use of that parking lot for required off-street parking and concentration of related development rights for an approved hotel. The subject site is located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015), within the Commercial Retail zoning district and Scenic Corridor overlay zone. The Planning Commission recommended adoption of the Ordinance approving the Development Agreement and associated Dedication Agreement, at a public hearing held on April 27, 2017. This project is in substantial conformance with the adopted Initial Study/Mitigated Negative Declaration prepared for the hotel; therefore, no additional environmental review is necessary

Mayor pro Tem Gaines recused himself from participating on Item No. 6 and left the meeting.

Mayor Maurer opened the public hearing.

Joe Chilco and John Suwara spoke on Item No. 6.

Mayor Maurer closed the public hearing.

**After extensive discussion, Councilmember Shapiro moved, seconded by Councilmember Weintraub to approve Item No. 6. MOTION CARRIED 4/0 as follows:**

AYES: Mayor Maurer, Councilmembers Bozajian, Shapiro and Weintraub

ABSENT: Mayor pro Tem Gaines

The meeting recessed at 8:51 p.m.

The meeting reconvened at 9:01 p.m.

Mayor pro Tem Gaines returned to the meeting.

7. Introduction of Ordinance No. 2017-355, amending Chapter 8.13 and section 17.12.125 of the Calabasas Municipal Code by: 1) expanding the prohibition of marijuana dispensaries to also prohibit any form of marijuana commerce, trade, or industry, including but not limited to: commercial cultivation, production, processing, packaging, warehousing, wholesale distribution, shipping or delivery services, clinical testing, and any other business related to marijuana or any marijuana derivative, whether recreational or medical; 2) establishing an exception to the prohibitions therein to allow inside a fully enclosed and secured private residence or accessory structure, the private non-commercial cultivation of not greater than six marijuana plants, and the associated non-commercial processing and use of marijuana and marijuana products as specified in the State Law, and updating personal use cultivation standards accordingly; 3) revising the marijuana delivery or transport prohibition by creating an exception for the lawful delivery or transport of marijuana and/or marijuana products to persons or entities within the City via public roads by persons or firms licensed to do so under State Law; and, 4) updating definitions of terms to align with the definitions provided within the State Law. In accordance with Section 21065 of the California Environmental Quality Act (CEQA) and Section 15378 of the CEQA Guidelines the proposal is not a project subject to environmental review because it does not involve a commitment to any specific project which may result in a direct or indirect physical changes to the environment, and because it implements state legislation enacted via a state-wide voter initiative. The Planning Commission conducted a public hearing on this item on April 27, 2017 and recommends approval

Mayor Maurer opened/closed the public hearing.

**Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 7. MOTION CARRIED 5/0 as follows:**

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

### **NEW BUSINESS**

8. Discussion and presentation regarding the Community Choice Energy Program and consideration of introduction of Ordinance No. 2017-350, approving the Joint Powers Agreement with the County of Los Angeles establishing the Los Angeles Community Choice Aggregation Energy Authority and authorizing the implementation of the Community Choice Aggregation Program

Mr. Bingham introduced Gary Gero to make a presentation.

Former Senator Fran Pavley, Alan Weiner and John Suwara spoke on Item No. 8.

**After extensive discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Bozajian to approve Item No. 8 with direction to staff. MOTION CARRIED 4/1 as follows:**

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

ABSTAIN: Shapiro

9. Updates on City's Environmental Programs, Ordinances and Plans

**Item No. 9 was postponed to a future meeting.**

### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 19-May 10, 2017

**No action was taken on this item.**

### **TASK FORCE REPORTS**

Councilmember Bozajian reported his attendance to the Contract Cities Annual Seminar along with Councilmember Weintraub and Mr. Coroalles. Further, he announced the upcoming interior re-dedication at the AHCCC.

Councilmember Weintraub reported her and Mr. Coroalles attendance to the COG meeting where they discussed the Community Choice Energy Program. She further announced that Councilmember Shapiro was appointed by the COG to SCAG's Community and Economic Development Committee.

Councilmember Shapiro reported his attendance to the SCAG Conference in Palm Desert as well as various PFC/PAF meetings.

### **CITY MANAGER'S REPORT**

None.

### **FUTURE AGENDA ITEMS**

None.

## **ADJOURN**

Councilmember Shapiro moved, seconded by Councilmember Weintraub to adjourn the meeting at 11:32 p.m. in memory of Dr. Michel Jacoby and La Cañada Flintridge Councilmember, David A. Spence to a special meeting/Budget Workshop scheduled on Saturday, June 3, 2017, at 9:00 a.m. MOTION CARRIED 5/0 as follows:

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

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Maricela Hernandez, MMC  
City Clerk

**MINUTES OF A SPECIAL MEETING/BUDGET WORKSHOP OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD SATURDAY, JUNE 3, 2017**

Mayor Maurer called the meeting to order at 9:07 a.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

**ROLL CALL**

Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub  
Absent: None.  
Staff: Bingham, Coroalles, Hall, Hernandez, Howard, Jordan, Lysik, Rubin, Steller, Tamuri and Yalda.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance by Richard Sherman.

**APPROVAL OF AGENDA**

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

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

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Gaines:

- Extended an invitation to Calabasas night at the L.A. Galaxy game on August 12.
- Extended best wishes to DeAnna Nowling competing in the States Track & Field.
- Extended an invitation to a public briefing hosted by Senator Debagneh in regard to the State's budget.
- Jeni's an ice cream recently opened at the Commons.
- The Kingdom is scheduled to open at the Commons on June 5.
- Wished happy birthday to Councilmembers Weintraub and Shapiro and Richard Sherman.

Councilmember Weintraub:

- A free electronic waste roundup is scheduled on June 3.
- A new Library book drop was installed by the Senior Center.

Councilmember Shapiro:

- Wished happy Sandy Koufax anniversary to Mayor pro Tem Gaines and Mrs. Gaines. Wished happy early birthday to Dr. Lysik.

Mayor Maurer:

- Reiterated happy birthday to all June celebrants.
- Extended an invitation to a forum regarding the Choice Aggregate Program on June 27, at 6 p.m.

### **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Natalie Khoury spoke during public comment.

### **CONSENT ITEMS**

1. Recommendations to reject all bids for the las Virgenes/Thousand Oaks Roundabout Project & Calabasas H.S. access improvement Specification No. #16-17-01 and direct staff to re-bid the las Virgenes/ Thousand Oaks Roundabout Project & Calabasas H.S. improvement project as two (2) separate projects

Councilmember Bozajian requested Item No. 1 be pulled for discussion.

**After discussion, Councilmember Bozajian moved, seconded by Mayor pro Tem Gaines to reject bid with Specification #16-17-01. MOTION CARRIED 5/0 as follows:**

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

**Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro to direct staff to rebid the projects as two separate projects. MOTION CARRIED 4/1 as follows:**

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

**NAYS:** Bozajian

The meeting recessed at 10:17 a.m.

The meeting reconvened at 10:25 a.m.

## **SPECIAL ITEMS**

2. Presentation and discussion of proposed FY 2017-2018 and FY 2018-2019 budgets

Dr. Lysik presented the proposed budgets.

Katherine Diemert and Dennis Washburn spoke on Item No. 2.

Extensive discussion ensued.

## **ADJOURN**

Councilmember Weintraub moved, seconded by Mayor pro Tem Gaines to adjourn the meeting at 11:53 a.m. to their next regular meeting scheduled on Wednesday, June 14, 2017, at 7:00 p.m. MOTION CARRIED 5/0 as follows:

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

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Maricela Hernandez, MMC  
City Clerk



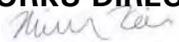
*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** JUNE 5, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:**  ROBERT YALDA, PUBLIC WORKS DIRECTOR  
MICHAEL KLEIN, PLANNER 

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2017-356 APPROVING DEVELOPMENT AGREEMENT NO. 2017-01 AND ASSOCIATED DEDICATION AGREEMENT BETWEEN THE CITY OF CALABASAS AND RONDELL OASIS, LLC PROVIDING FOR THE ACQUISITION OF VACANT LAND AND CONSTRUCTION OF A PUBLIC PARKING LOT AND APPROVING SUBSTITUTE USE OF THAT PARKING LOT FOR REQUIRED OFF-STREET PARKING AND CONCENTRATION OF RELATED DEVELOPMENT RIGHTS FOR AN APPROVED HOTEL. THE SUBJECT SITE IS LOCATED AT 26300 RONDELL STREET (APN 2069-031-014 AND 2069-031-015), WITHIN THE COMMERCIAL RETAIL ZONING DISTRICT AND SCENIC CORRIDOR OVERLAY ZONE.

**MEETING DATE:** JUNE 14, 2017

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2017-356 (Attachment A) approving Development Agreement No. 2017-01 (Attachment B) and associated Dedication Agreement (Attachment C) between the City of Calabasas and Rondell Oasis, LLC providing for the acquisition of vacant land and construction of a public parking lot on a portion of 26300 Rondell Street (APN 2069-031-014 and 2069-031-015).

**AGENDA ITEM NO. 2**

**DISCUSSION/ANALYSIS:**

On April 27, 2017 the Planning Commission conducted a public hearing to consider the proposed Ordinance, approving a Development Agreement and Dedication Agreement between the City of Calabasas and Rondell LLC. Following the hearing, the Commission passed and adopted P.C. Resolution No. 2017-646 recommending to the City Council approval of the Ordinance and associated agreements. On May 24, 2017 the City Council conducted a noticed public hearing to consider the proposed Ordinance, Development Agreement and Dedication Agreement. At the conclusion of the hearing the Council voted, by a 4-0 count, to introduce the draft ordinance with a waiver of further reading of the ordinance. The staff reports for the two previous public hearings provide additional detailed background on this item. It is now the appropriate time for this ordinance to be formally adopted.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Ordinance No. 2017-356.

**ATTACHMENTS:**

- Attachment A - Ordinance No. 2017-356
- Attachment B - Development Agreement No. 2017-01
- Attachment C - Dedication Agreement

**ITEM 2 ATTACHMENT A  
CITY COUNCIL ORDINANCE NO. 2017-356**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CALABASAS AND RONDELL OASIS, LLC PROVIDING FOR ACQUISITION OF VACANT LAND AND CONSTRUCTION OF A PUBLIC PARKING LOT AND APPROVING SUBSTITUTE USE OF THAT PUBLIC PARKING LOT FOR REQUIRED OFF-STREET PARKING AND CONCENTRATION OF RELATED DEVELOPMENT RIGHTS FOR AN APPROVED HOTEL LOCATED AT 26300 RONDELL STREET.**

**WHEREAS**, Rondell Oasis, LLC has received approvals by City Council Resolution No. 2016-1496 for land use entitlements for a three-story hotel with up to one hundred twenty-seven (127) rooms at 26300 Rondell Street (hereinafter "Proposed Project"); and

**WHEREAS**, the Proposed Project will require one hundred forty (140) off-street parking spaces to be maintained in connection with the hotel's use and operation; and

**WHEREAS**, as approved the development space of the Proposed Project is limited to forty percent (40%) of its floor to area ratio or a maximum of sixty seven thousand (67,000) square feet of building area; and

**WHEREAS**, the City Council adopted Resolution No. 2016-1496 approving a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Oak Tree Permit, and Development Plan, and adopted a Mitigated Negative Declaration associated with the Proposed Project, on June 22, 2016; and

**WHEREAS**, the City owns an unimproved portion of Rondell Street adjacent to the Property ("Rondell Parcel"); and

**WHEREAS**, Rondell Oasis, LLC owns vacant land adjacent to the proposed hotel("Dedication Area"), part of the approved Proposed Project site, which has the capacity, together with the City's Rondell Parcel and a portion of the Hotel Site, to be striped for approximately one hundred fifty-two (152) parking spaces with curbs, driveways, lighting, landscaping, and associated parking lot improvements ("Public Parking Lot") and

**WHEREAS**, Rondell Oasis, LLC has offered to transfer the ownership of the Dedication Area to the City for improvement and joint use, together with the Rondell Parcel, as a public park & ride lot which would be open to public use 24 hours a day; and

**WHEREAS**, the transfer of the Dedication Area would deprive Rondell Oasis, LLC of the space to maintain one hundred forty (140) off-street parking spaces in connection with the hotel use and operation; and

**WHEREAS**, the transfer of the Dedication Area would deprive Rondell Oasis, LLC of the required lot area on which to develop a sixty seven thousand (67,000) square foot hotel; and

**WHEREAS**, the City has proposed entering into a development agreement with Rondell Oasis, LLC whereby the City obtains the ownership rights to the Dedication Area in exchange for Rondell Oasis, LLC's ability to use the public park & ride lot to satisfy its off-street parking requirements and a concentration of development rights from the Dedication Area to the Proposed Project; and

**WHEREAS**, public parking and public transit access in and around the Las Virgenes Scenic Corridor is limited given the area's present development and the lack of any existing public park & ride lots adjacent to public transit; and

**WHEREAS**, acquiring the Dedication Area and improving it together with the Rondell Parcel for public parking purposes, together comprising the necessary area for the Public Parking Lot, is beneficial for the public to maintain adequate parking supply, reduce the need for vehicular travel by facilitating carpooling and ride-sharing, and improve access to environmentally friendly and convenient transit options; and

**WHEREAS**, Calabasas Municipal Code sections 17.28.010 through 17.28.030 outline the purpose and requirements for off-street parking standards, which will be met, and in many respects exceeded, by transfer of the Dedication Area to the City and construction by the City of a public parking lot, which will be available to the hotel's staff and patrons; and

**WHEREAS**, Calabasas Municipal Code sections 17.14.010 through 17.14.020 outline the purpose and requirements for floor to area ratio limitations in Commercial, Retail zoning districts, which may be met, but will not be exceeded, by the transfer of development rights from the area that will become the public park & ride lot to the Proposed Project, and compliance with these requirements while acquiring the land for the public park & ride lot requires concentrating the existing development rights of the Proposed Project onto the hotel site; and

**WHEREAS**, the City's proposed development agreement with Rondell Oasis, LLC and the approval of the proposed ordinance permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project and concentrating the Dedication Area's development rights onto the portion of the Property retained by the developer after conveying the Dedication Area to the City ("Hotel Site") is in the public's interest, and provides a public benefit for the entire Las Virgenes Scenic Corridor and Community at large; and

**WHEREAS**, the City Council has considered requirements of the Municipal Code related to off-street parking and floor to area ratio limitations; obtaining ownership over the Dedication Area adjacent to the Proposed Project; the addition of extra parking spaces through the construction of a public park & ride lot; the adherence to the zoning code's floor to area ratio limitations through a concentration of development rights; and the resulting public benefit which would accrue by approving the proposed development agreement; and

**WHEREAS**, the Proposed Project is consistent with the Calabasas General Plan, Las Virgenes Gateway Master Plan, Commercial Retail Zoning District, and the Las Virgenes Scenic Corridor Overlay Zoning District; and

**WHEREAS**, the proposed action herein is in compliance with the provisions of the California Environmental Quality Act (CEQA) because an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the proposed hotel, inclusive of all improvements along Rondell Street. In preparing and reviewing the IS/MND, staff exercised independent judgment over the project and the project's environmental impacts. The Final IS/MND was adopted by City Council via Resolution No. 2016-1496. The Proposed Project and public park & ride lot and associated improvements along Rondell Street are in substantial conformance with the project analyzed in the adopted IS/MND, therefore no additional environmental review is necessary; and

**WHEREAS**, Rondell Oasis, LLC applied to the Community Development Director to enter into a development agreement; and

**WHEREAS**, the Community Development Director reviewed the application and recommended it to the Planning Commission of the City of Calabasas; and

**WHEREAS**, on April 27, 2017, the Planning Commission reviewed Rondell Oasis, LLC's application and the Community Development Director's recommendation at a properly noticed public hearing and made a recommendation to approve the application to the City Council; and

**WHEREAS**, the procedures to be followed for adopting a development agreement are consistent with Article 2.5 of Chapter 4 of Division 1 of Title 7

(Sections 65864 through 65869.5) of the California Government Code and Chapter 17.68 of the Calabasas Municipal Code.

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

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

- 1. Notice of the May 24, 2017 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson’s Market, Agoura Hills / Calabasas Community Center and at Calabasas City Hall.
- 2. Notice of the May 24, 2017 City Council public hearing was posted in the *Las Virgenes Enterprise* ten (10) days prior to the hearing.
- 3. Notice of the May 24, 2017 City Council public hearing was mailed or delivered to property owners within 500 feet of the property as shown on the latest equalized assessment roll, at least ten (10) days prior to the hearing.
- 4. Notice of the May 24, 2017 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
- 5. Following a public hearing held on April 27, 2017, the Planning Commission adopted Resolution No. 2017-646 recommending to the City Council approval of this ordinance.

**SECTION 2.** The City Council finds the acquisition of the vacant land described in Exhibit A and depicted in Exhibit B (the “Dedication Area”) for public parking lot purposes and the adoption of this ordinance approving the related Development Agreement and permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project concentrating the Proposed Project’s development rights onto the Hotel Site is consistent with the Calabasas General Plan; specifically policies: II-11, II-16, VI-11, VI-13, VI-23, VI-24, IX-43, and XII-3, which generally promote a mix of retail and service commercial uses, like hotels; proactive programs to attract commercial businesses and to ensure that projects are compatible with adjacent uses, like this development agreement; and development of public park & ride lots to maintain adequate parking supply, reduce the need for vehicular travel, and improve access to environmentally friendly and convenient transit options.

**SECTION 3.** The City Council finds the acquisition of the Dedication Area for public parking lot purposes and the adoption of this ordinance approving the related Development Agreement and permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project concentrating the Proposed Project’s development rights onto the Hotel Site is consistent with the Las Virgenes Gateway Master Plan; specifically objectives 2.4 and 3.1, which generally promote the development of a public park & ride lot to offer safe and efficient vehicle

access and parking; and development agreements that address potential conflicts with the zoning code.

**SECTION 4.** The City Council finds the acquisition of the Dedication Area for public parking lot purposes and the adoption of this ordinance approving the related Development Agreement and permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project concentrating the Dedication Area's development rights onto the Hotel Site is consistent with Section 17.14.010(B) of the Calabasas Municipal Code and the requirements of the Commercial, Retail Zoning District because a hotel is a form of lodging, which is a conditionally permitted use and the City Council granted the Proposed Project's conditional use permit pursuant to Resolution No. 2016-1496.

**SECTION 5.** The City Council finds the acquisition of the Dedication Area for public parking lot purposes and the adoption of this ordinance approving the related Development Agreement and permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project concentrating the Dedication Area's development rights onto the Hotel Site is consistent with Section 17.18.040 of the Calabasas Municipal Code and the requirements of the Las Virgenes Scenic Corridor Overlay Zoning District because the City Council granted the Proposed Project's Scenic Corridor Permit pursuant to Resolution No. 2016-1496 and because it complies with the design requirements of the scenic corridor development guidelines; incorporates design measures to ensure maximum compatibility with and enhancement of the scenic corridor; is within an urban and scenic corridor designed by the General Plan, and includes adequate design and landscaping; and is compatible in design, appearance, and scale with existing uses, development signs, structures, and landscaping of the surrounding areas.

**SECTION 6.** In view of all the evidence and based on the foregoing findings, the City Council concludes as follows:

Notwithstanding sections 17.28.010 through 17.28.040 and sections 17.14.010 through 17.14.020 of the Calabasas Municipal Code, and based on the benefit to the Las Virgenes Scenic Corridor and Community generally from the acquisition at no cost of the vacant land comprising the Dedication Area within the Proposed Project's site by the City for a public park & ride lot and other public unrestricted parking, the City Council approves the acquisition of the Dedication Area and adopts this ordinance approving the related development agreement and permitting substitute use of a public parking lot for the required off-street parking for the Proposed Project and concentrating the Dedication Area's development rights onto the Hotel Site, which is defined as the balance of the site of the Proposed Project retained by the project applicant after transfer of the Dedication Area to the City, thereby allowing for the use of the public park & ride lot's parking spaces and development rights by the Proposed Project and declaring the Proposed

Project to be in full compliance with any provision of the Calabasas Municipal Code including but not limited to off-street parking, pervious surface, site coverage, or floor area ratio limitations. In lieu of the following conditions of approval for the project modified by this ordinance, the project applicant is required to perform the work of improvement defined above as the Public Parking Lot, and the Project shall not be opened or operated for hotel guests unless and until the Public Parking Lot has been completed and is operational. Pursuant to the terms and conditions of the Development Agreement, the City will pay for and complete the construction of the Public Parking Lot. The City Council hereby modifies the Proposed Project's conditions of approval in City Council Resolution No. 2016-1496 to reflect these actions, as follows: Condition Nos. 9, 21, 39, 40, 41, 43, 46, 47, 49, 50, 51, and 52 are moot, as the public parking lot will now be constructed and owned by the City. Condition No. 48 is void to the extent it requires the project applicant to install signs and plant trees on the Dedication Area and remains in place to the extent the project applicant is required to plant trees on the Hotel Site and adjacent Santa Monica Mountains Conservancy property.

**SECTION 7.** The provisions of Section 6 herein shall not be applicable unless and until the Dedication Area is transferred to the City for use as a public park & ride lot and other unrestricted public parking.

**SECTION 8.** Pursuant to Calabasas Municipal Code Section 17.68.030(C), the City Council directs the Community Development Director and the City Attorney to prepare a development agreement embodying the terms and conditions of the Proposed Project as conditionally approved and authorize the City Manager to execute the development agreement, which shall be substantially consistent with the draft development agreement attached as Exhibit C.

**SECTION 9.** Severability Clause:

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

**SECTION 10.** 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 11.** 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 14th day of June, 2017.

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Mary Sue Maurer, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard, City Attorney  
Colantuono Highsmith & Whatley

# EXHIBIT "A"

## LEGAL DESCRIPTION

PORTION LOT 2, TRACT NO. 34801, M.B. 977, PAGES 1 AND 2

THAT PORTION OF LOT 2 OF TRACT NO. 34801, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 927, AT PAGES 1 AND 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHWESTERLY LINE OF THE 20 FOOT WIDE EASEMENT TO LAS VIRGINES MUNICIPAL WATER DISTRICT PER BOOK D 3255, PAGE 157 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER'S OFFICE, AS SHOWN ON SAID TRACT NO. 34801, AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF RONDELL STREET, BEING OF VARIABLE WIDTH, AS SHOWN ON SAID TRACT NO. 34801.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BE REFERENCE MADE HEREIN, MADE A PART HEREOF.

AREA OF DEDICATION IS COMPRISED OF 1.28 ACRES, MORE OR LESS.

*Chris Nelson*

CHRIS NELSON, PLS 6385

DATED: MARCH 24, 2017

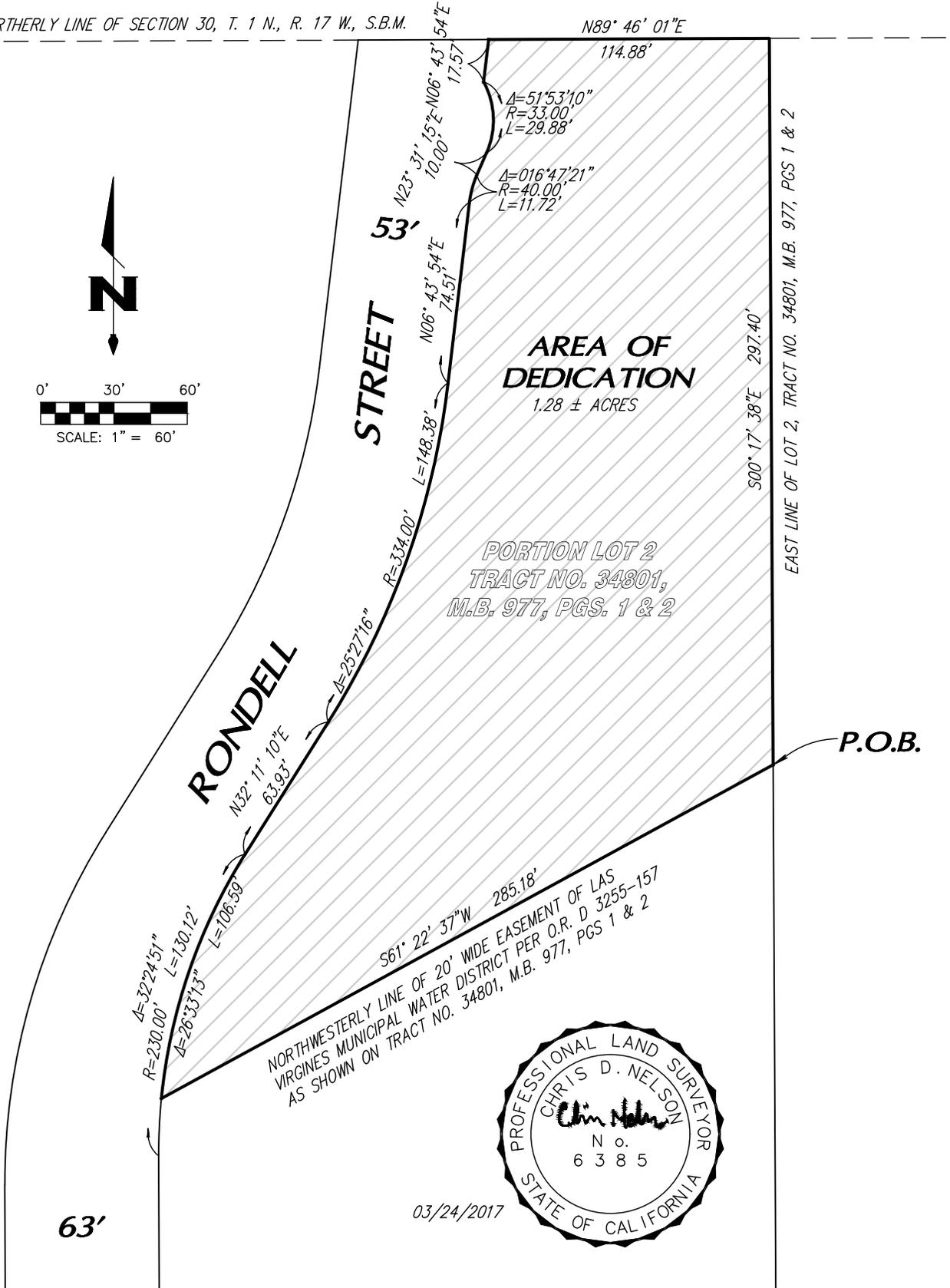
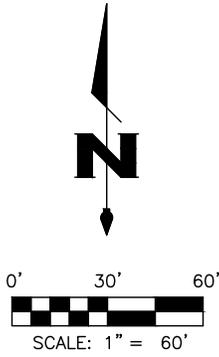


# EXHIBIT "B"

PORTION LOT 2, TRACT NO. 34801, M.B 977, PAGES 1 AND 2

NORTHERLY LINE OF SECTION 30, T. 1 N., R. 17 W., S.B.M.

N89° 46' 01"E



**AREA OF DEDICATION**  
1.28 ± ACRES

PORTION LOT 2  
TRACT NO. 34801,  
M.B. 977, PGS. 1 & 2

**RONDELL STREET**

**53' STREET**

EAST LINE OF LOT 2, TRACT NO. 34801, M.B. 977, PGS 1 & 2

**P.O.B.**

NORTHWESTERLY LINE OF 20' WIDE EASEMENT OF LAS VIRGINES MUNICIPAL WATER DISTRICT PER O.R. D 3255-157 AS SHOWN ON TRACT NO. 34801, M.B. 977, PGS 1 & 2



03/24/2017

63'

INDEXPage(s)**DEVELOPMENT AGREEMENT NO. 2017-01****BY AND BETWEEN****THE CITY OF CALABASAS****AND****RONDELL OASIS, LLC**

This Development Agreement (“**Agreement**”) is made and entered into this [REDACTED] day of [REDACTED], 2017, by and between the City of Calabasas, a California municipal corporation (“**City**”), and Rondell Oasis, LLC, a California limited liability company (“**Developer**”) pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (“**Development Agreement Act**”) and Chapter 17.68 of the Calabasas Municipal Code (“**Enabling Ordinance**”).

**RECITALS**

WHEREAS, Developer owns the property located at 26300 Rondell Street, consisting of approximately 4.13 acres (“**Property**”), as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires, subject to certain terms and conditions referenced in this Agreement, to construct a three-story hotel with one hundred twenty-seven (127) rooms on a portion of the Property (“**Hotel Project**”); and

WHEREAS, the Property includes vacant land adjacent to the proposed hotel (“**Dedication Area**”), more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference, which has the capacity to be striped, together with the City’s Rondell Parcel and a portion of the Hotel Site, for approximately one hundred fifty-two (152) parking spaces with curbs, driveways, lighting, landscaping and associated parking lot improvements (“**Public Parking Lot**”); and

WHEREAS, Developer has offered to transfer the ownership of the Dedication Area to the City for improvement and joint use as a public park & ride lot which would be open to public use 24 hours a day; and

WHEREAS, the transfer of the Dedication Area would deprive Developer of the space to maintain one hundred forty (140) off-street parking spaces in connection with the hotel use and operation; and

WHEREAS, the transfer of the Dedication Area would deprive Developer of the required lot area on which to develop a sixty seven thousand (67,000) square-foot hotel; and

WHEREAS, the City owns an unimproved portion of Rondell Street adjacent to the Property (“**Rondell Parcel**”), as shown in Exhibit “C” and incorporated herein by reference; and

WHEREAS, the City has proposed entering into a development agreement with Developer whereby the City obtains the ownership rights to the Dedication Area in exchange for Developer’s ability to use the public park & ride lot to satisfy its off-street parking requirements and a concentration of development rights from the Dedication Area to the Hotel Project; and

WHEREAS, public parking and public transit access in and around the Las Virgenes Scenic Corridor is limited given the area’s present development and the lack of any existing public park & ride lots adjacent to public transit; and

WHEREAS, because of the distinct and complimentary parking demand and peaking characteristics of commuter park & ride, recreational/trailhead and hotel uses, establishment of a multi-use parking lot at this location will provide a more efficient use of limited land available for parking in the City and thereby limit pressure for “urban sprawl” and for future conversion of open space lands to development; and

WHEREAS, acquiring the Dedication Area and improving it together with the Rondell Parcel for public parking purposes, together comprising the area necessary for the Public Parking Lot, is beneficial for the public to maintain adequate parking supply, reduce the need for vehicular travel by facilitating carpooling and ride-sharing, and improve access to environmentally friendly and convenient transit options; and

WHEREAS, this Agreement with Developer and the City Council’s approval of the related ordinance permitting substitute use of a public parking lot for the required off-street parking for the Hotel Project and concentrating the Dedication Area’s development rights onto the portion of the Property retained by Developer after conveying the Dedication Area to the City (“Hotel Site”) is in the public’s interest, and provides a public benefit for the entire Las Virgenes Scenic Corridor and community at large; and

WHEREAS, the Developer applied to the “**Community Development Director**” to enter into a development agreement; and

WHEREAS, the Community Development Director reviewed the application and recommended it to the Planning Commission of the City of Calabasas (“**Planning Commission**”) for approval; and

WHEREAS, on April 27, 2017, the Planning Commission reviewed the Developer’s application and the Community Development Director’s recommendation at a properly noticed public hearing and made a recommendation to approve the application to the City Council of the City of Calabasas (“**City Council**”); and

WHEREAS, on May, 2017, the City Council reviewed the Developer's application and the Planning Commission's recommendation at a properly noticed public hearing and conditionally approved the application for a development agreement and conducted a first reading of the ordinance for the approval of this Agreement; and

WHEREAS, on May 24, 2017, the City Council directed the Community Development Director to finalize this Agreement; and

WHEREAS; on May 24, 2017, the City Council adopted an ordinance containing findings that the provisions of this Agreement are consistent with the City's "**General Plan**", the Enabling Ordinance, the Las Virgenes Gateway Master Plan, the Las Virgenes Scenic Corridor Overlay Zoning District, and the requirements of the Commercial, Retail Zoning District, and authorized the City Manager to execute this Agreement; and

WHEREAS, the City and Developer recognize that construction and development of the Hotel Project will create economic benefits to the City in terms of construction jobs and business and tourist overnight stays, and will facilitate the implementation of private and public improvements needed to accommodate local and regional growth and parking demand, and will generate significant social and public benefits to the City; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided to Developer by the Hotel Project and the cooperation and assistance of the City in connection therewith, will provide assurances to the City that the public infrastructure, public facilities and design features of the Hotel Project are implemented in a timely manner when the Hotel Project is developed; and

WHEREAS, in order to provide certainty and render development of the Hotel Project more feasible in light of the large amount of capital investment necessary to implement the Hotel Project and the extended planning horizon necessary to coordinate a project of such scope and complexity, Developer requires assurance from the City, with respect to the Property that the certain existing governmental entitlements shall, to the extent specified herein, not be changed or supplemented with inconsistent burdens and exactions; and

WHEREAS, for the foregoing reasons, the Parties desire to enter into, pursuant to the Development Agreement Act and the Enabling Ordinance and the City's general law powers, a development agreement upon the terms set forth herein for the development of the Hotel Project and Public Parking Lot.

### **AGREEMENT**

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act and the Enabling Ordinance, and in consideration of the promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**1. DEFINITIONS.**

For all purposes of this Agreement, except as otherwise expressly defined in this Agreement or unless the context otherwise requires:

**1.1 “Administrative Amendment”** shall mean an amendment or modification to the Project Approvals that is a Minor Modification and is consistent with this Agreement.

**1.2 “Agreement”** shall mean this Development Agreement and all amendments and modifications thereto.

**1.3 “Annual Review”** shall mean the annual review process as described in Section 4 of this Agreement and required by California Government Code Section 65865.1.

**1.4 “Applicable Rules”** shall mean the rules, regulations, ordinances and officially adopted policies of the City in force as of the Effective Date (as hereinafter defined) of this Agreement, including the General Plan and the CMC, except as such rules, regulations, ordinances and officially adopted policies may be modified in accordance with Section 3.2.2 of this Agreement.

**1.5 "Attorneys' Fees"** shall mean and shall be limited to (a) attorneys' fees, if any, specifically awarded to a Plaintiff by a court of competent jurisdiction pursuant to a final judgment in connection with any Litigation and (b) the amount required to be paid, if any, to reimburse any Plaintiff for the Plaintiffs attorneys' fees as provided in a settlement agreement approved by City and Developer in connection with any Litigation, as provided in Section 9.8.3.1 of this Agreement.

**1.6 “CEQA”** shall mean the California Environmental Quality Act (“CEQA”) (Cal. Public Resources Code §§ 21000 et seq.), the State CEQA Guidelines (Cal. Code of Regs., Title 14, §§ 15000 et seq.) and any applicable City CEQA Guidelines.

**1.7 “City”** shall mean the City of Calabasas, a general law city.

**1.8 “City Agency”** shall mean each and every agency, department, board, commission, authority, agency, employee, and/or official acting under the authority of the City, including without limitation, the City Council, the City Planning Commission and any joint power authority of the City over which the City has effective control.

**1.9 “City Attorney”** shall mean the City Attorney of the City.

**1.10 “City Council”** shall mean the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code.

**1.11 “City Manager”** shall mean the most senior executive and/or administrative officer of the City.

**1.12** “**City Project Manager**” shall mean an individual selected by the City to coordinate processing of all Ministerial Permits and Approvals and all Discretionary Actions.

**1.13** “**CMC**” shall mean the Calabasas Municipal Code.

**1.14** “**Dedication Area**” shall mean the portion of the Property to be transferred from the Developer to the City, as more particularly described in Exhibit “B”.

**1.15** “**Dedication Agreement**” shall mean the further agreement concerning the transfer of the Dedication Area to the City, attached as Exhibit “F”.

**1.16** “**Conditions of Approval**” shall mean the final conditions of approval imposed by the City in connection with development of the Hotel Project, reflecting the changes made to the Conditions of Approval by the ordinance approving this Agreement and the provisions of Section 3.4 of this Agreement.

**1.17** “**Consensual Transfer**” shall mean a Transfer of the Property or any of its rights or obligations hereunder by the Developer that requires written consent of the City, as set forth in Article 8 of this Agreement.

**1.18** “**Counsel**” shall mean the counsel retained by Developer to represent the City and/or the Developer in connection with any Litigation.

**1.19** “**Developer**” shall mean Rondell Oasis, LLC, a California limited liability company.

**1.20** “**Developer Project Manager**” shall mean the person designated from time to time by Developer as having primary responsibility for supervision and implementation of the Hotel Project.

**1.21** “**Development Agreement Act**” shall mean Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

**1.22** “**Discretionary Action**” or “**Discretionary Approvals**” shall mean an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City and/or any City Agency to determine whether there has been compliance with statutes, ordinances or regulations.

**1.23** “**Effective Date**” is the date on which this Agreement is attested by the City Clerk of the City after approval by the City Council and execution by the Mayor of the City and Developer.

**1.24** “**Enabling Ordinance**” shall mean Chapter 17.68 of the CMC.

**1.25** “**Enforced Delays**” shall have the meaning ascribed in Section 9.5 of this Agreement.

**1.26** “**General Plan**” shall mean the General Plan of the City.

**1.27** “**Government Agencies**” or “**Government Agency**” shall mean any entity or subordinate entity, including any administrative agency, of the State of California, the United States Federal Government, a local municipality or special or regional body created to carry out a governmental function or to implement a statute or statutes.

**1.28** “**Hotel Project**” shall mean the additional buildings, facilities and other improvements to be constructed, demolished, removed, or replaced on a portion of the Property pursuant to this Agreement, consisting of up to sixty-seven thousand (67,000) square feet of building area for the construction of a three story, one hundred twenty-seven (127) room hotel, together with other onsite and offsite improvements as permitted by the CMC, General Plan and this Agreement.

**1.29** “**Hotel Site**” shall mean the portion of the Property retained by Developer after conveying the Dedication Area to the City.

**1.30** “**Impact Fees**” shall mean impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City. Impact Fees do not include Processing Fees and Charges.

**1.31** “**Inspections**” shall mean all field inspections and reviews by City officials during the course of construction of the Hotel Project and the processing of certificates of occupancy (permanent or temporary).

**1.32** “**Litigation**” shall mean any action (including any cross-action) filed against the City and/or Developer initiated by a person, group of persons, or entity other than a Party to this Agreement to the extent such action challenges the validity of, or seeks any other remedy directly relating to, all or any part of the Project Approvals or this Agreement, including legal challenges brought by initiative or referendum.

**1.33** “**Major Modification**” shall mean any amendment or modification to the Project Approvals that is either: (a) not a Minor Modification; or (b) inconsistent with this Agreement.

**1.34** “**Minor Modification**” shall mean those amendment or modifications to the Project Approvals listed in Section 6.1.3 of this Agreement or otherwise determined to be consistent with this Agreement and shall be approved at the administrative level and that shall not require an amendment to this Development Agreement.

**1.35** “**Ministerial Permits and Approvals**” shall mean the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City that do not require or allow the exercise of discretion by the City in order for Developer to implement, develop and construct the Hotel Project and the program to monitor the Mitigation Measures, including without limitation, building permits, public works permits, grading permits, encroachment permits and other similar permits and approvals which are necessary or desired by

Developer for implementation of the Hotel Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

**1.36 “Mitigated Negative Declaration” or “MND”** shall mean the Mitigated Declaration adopted by the City Council with the approval of City Council Resolution No. 2016-1496 approving the Project.

**1.37 “Mitigation Monitoring Program”** shall mean those certain MND mitigation measures which have been determined by the City to be applicable to the Hotel Project as part of the City Council’s approval of Resolution 2016-1496.

**1.38 “Mortgagee”** shall have the meaning ascribed in Section 7.2 of this Agreement.

**1.39 “Parties”** shall mean collectively Developer and the City.

**1.40 “Party”** shall mean any one of Developer or the City.

**1.41 “Permitted Mortgage”** shall have the meaning ascribed in Section 7.1 of this Agreement.

**1.42 “Plaintiff”** shall mean any party initiating Litigation whether as plaintiff, petitioner or otherwise.

**1.43 “Planning Commission”** shall mean the Planning Commission of the City and the planning agency of the City pursuant to Section 65867 of the California Government Code.

**1.44 “Community Development Director”** shall mean the Director of Community Development for the City or his or her designee.

**1.45 “Processing Fees and Charges”** shall mean all fees and charges duly adopted and imposed by the City on a uniform, non-discretionary basis on all development projects within the City to defray actual costs of processing entitlement applications. Processing Fees and Charges include, without limitation, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, certificates of occupancy and other similar permits. Processing Fees and Charges shall not include Impact Fees.

**1.46 “Project Approvals”** shall mean the “Existing Development Approvals,” defined as the land use permits and entitlements issued by the City for the development of the Hotel Project on or before the effective date of the agreement, including City Council Resolution No. 2016-1496 and the Site Plan and Conditions of Approval, which are listed in Exhibit “D,” attached hereto and incorporated herein by this reference., and the “Future Development Approvals,” defined as any additional land use permits and entitlements issued by the City for the development of the Hotel Project on the Property after the effective date of this agreement and in accord with its terms and conditions.

**1.47** “**Property**” shall mean the real property located at 26300 Rondell Street and consisting of approximately 4.13 acres within the City which is owned by Developer and specifically described on Exhibit ”A” attached hereto.

**1.48** “**Public Works Director**” shall mean the Director of Public Works for the City of Calabasas.

**1.49** “**Public Parking Lot**” shall be the approximately one hundred fifty-two (152) parking space public parking lot, with curbs, driveways, lighting, landscaping and associated parking lot improvements, to be built on the Dedication Area, a portion of the Hotel Site, and the Rondell Parcel, more fully described in Section 3.3 of this Agreement.

**1.50** “**Remaining Property**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.51** “**Reserved Powers**” shall mean the right and authority to enact rules, regulations and ordinances after the Effective Date that may be in conflict with the Applicable Rules, but: (1) which prevent or remedy conditions which the City has found, based on substantial evidence, to pose a serious and imminent threat to the public health or safety; (2) are Uniform Codes; (3) are necessary to comply with state and federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date), including but not limited to rules, regulations and ordinances related to the City’s compliance with federal, state and county mandates under any National Pollutant Discharge Elimination System permit applicable to the City, or to comply with a court order or judgment of a state or federal court issued or imposed upon the City; (4) are expressly agreed to or consented to in writing by Developer; (5) are for the formation of assessment districts, Mello-Roos or community facilities districts, special districts, maintenance districts or other similar districts formed in accordance with applicable laws, provided, however, that Developer shall retain all its rights with respect to such districts pursuant to all applicable laws; or (6) are taxes. Reserved Powers shall also include the power to enact rules, regulations, ordinances and policies after the Effective Date that are not inconsistent with the Applicable Rules or with development of the Hotel Project as contemplated by this Agreement.

**1.52** “**Rondell Parcel**” shall mean the City-owned unimproved portion of Rondell Street adjacent to the Property as shown in Exhibit “C”.

**1.53** “**Taxes**” shall mean any pecuniary burden imposed for funding government purposes by the City generally upon the persons and entities within the City, without reference to peculiar benefits to particular individuals or property.

**1.54** “**Term**” shall mean that period of time during which this Agreement shall be in effect and shall bind the City and Developer as described in Section 9.2 below.

**1.55** “**Transfer**” shall mean any direct or indirect conveyance, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like, to any person or entity.

**1.56** “**Transferee**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.57** “**Transferred Property**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.58** “**Uniform Codes**” shall mean those regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, or the Uniform Fire Code (including those amendments to the promulgated Uniform Code which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

## **2. RECITALS OF PREMISES, PURPOSE AND INTENT.**

### **2.1 Purpose of this Agreement.**

**2.1.1 Developer Objectives.** In accordance with the legislative findings set forth in the Development Agreement Act, Developer wishes to obtain reasonable assurances that the Public Parking Lot and the Hotel Project may be developed in accordance with the Applicable Rules, subject to the terms of this Agreement, the terms of the Project Approvals, and the City’s Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Hotel Project for the uses and to the density and intensity of development set forth in this Agreement. This Agreement, therefore, is necessary to assure Developer that the Hotel Project will not be (1) reduced in density, intensity or use; or (2) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Agreement, the terms of the Project Approvals, or the Reserved Powers.

**2.1.2 Mutual Objectives.** Development of the Hotel Project in accordance with this Agreement will provide for the orderly development of the Hotel Project and the Public Parking Lot in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Hotel Project will eliminate uncertainty in planning for and securing orderly development of the Hotel Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, expanded public parking facilities, and job creation. Additionally, although development of the Project in accordance with this Agreement will shift the risk of changes in the City’s land use or other relevant powers to the City, the Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents and to adequately protect the public health and safety. In exchange for these and other benefits to the City, Developer will receive assurances that the Hotel Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and Reserved Powers and subject to the terms and conditions of this Agreement.

### 3. AGREEMENT AND ASSURANCES.

**3.1 Agreement and Assurances on the Part of Developer.** In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in the Recitals and Section 2 of this Agreement, Developer hereby agrees as follows:

**3.1.1 Development of the Hotel Project.** Any development of the Developer during the Term of this Agreement must fully comply with the terms and conditions of this Agreement, all Applicable Rules, and the terms of the Project Approvals, including without limitation the Mitigation Monitoring Program and the Conditions of Approval.

**3.1.2 Real Property Transfer.** The Developer shall transfer its rights to the Dedication Area at no cost to the City pursuant to the terms of the Dedication Agreement attached as Exhibit "E" and incorporated herein by reference.

**3.1.3 Concentrated Development Rights.** In exchange for the Dedication Area, the City will by ordinance permit the concentration of development rights inherent in the Dedication Area on the remaining portion of the Property, allowing the Developer to construct the Hotel Project on the Property and preserving the Property's present maximum density and allowable developable square footage, as limited by the applicable floor-area ratio, site coverage, off-street parking, and pervious surface coverage requirements for the entire Property, as a concentrated development right for future use on the remaining portion of the Property after transfer of the Dedication Area to the City.

**3.1.4 Construction Timeline.** Subject to the occurrence of the close of escrow and transfer of the Dedication Area to the City pursuant to the Dedication Agreement, Developer agrees to commence construction of the Hotel Project within two years from the Effective Date of this Agreement. From the commencement of construction to completion of the Hotel Project, Developer shall not cease or suspend building or construction for any continuous period of time equal to or greater than 180 days for any reason other than for Enforced Delays described in Section 9.5 of this Agreement.

**3.2 Agreement and Assurances on the Part of the City.** In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in the Recitals and Section 2 of this Agreement, the City hereby agrees during the Term as follows:

#### **3.2.1 Entitlement to Develop.**

**3.2.1.1 Project Entitlement.** Developer is hereby granted the vested right to develop the Hotel Project on the Property subject only to the terms and conditions of this Agreement, the Applicable Rules, the Project Approvals, the Reserved Powers, and applicable federal and state law.

### **3.2.2 Changes in Applicable Rules.**

**3.2.2.1 Nonapplication of Changes in Applicable Rules.** Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, after the Effective Date, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Manager, City Council, Planning Commission or City Agency, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Hotel Project and which would conflict with the Applicable Rules or this Agreement, shall not be applied to the Hotel Project unless such changes represent an exercise of the City's Reserved Powers or are otherwise expressly allowed by this Agreement.

**3.2.2.2 Changes in Uniform Codes.** Notwithstanding any provision of this Agreement to the contrary, construction of the Hotel Project shall comply with changes occurring from time to time in the Uniform Building Code, Uniform Fire Code and other Uniform Codes pursuant to the Reserved Powers.

**3.2.2.3 Changes Mandated by Federal or State Law.** This Agreement shall not preclude the application to the Hotel Project of changes in, or additions to, the Applicable Rules that are mandated by federal or state law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only to such extent as may be necessary to comply with such state or federal laws or regulations.

**3.2.2.4 Special Taxes and Assessments.** Developer hereby waives all rights to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos or community facilities districts, maintenance districts or other similar districts that may be necessitated by development of the Hotel Project.

**3.2.2.5 Monitoring Impacts; Corrective Measures.** Notwithstanding anything in this Agreement to the contrary, City shall have the right to monitor Hotel Project impacts to trees, traffic, and water quality as described in the Project Approvals and to prescribe corrective measures or impose changes to the Project Approvals to the extent therein provided.

**3.2.3 Agreed Changes and Other Reserved Rights.** This Agreement shall not preclude changes to the Applicable Rules which are mutually agreed to in writing by Developer and the City and other changes to the Applicable Rules resulting from an exercise of the Reserved Powers.

**3.2.4 Permit Requirements.** The City shall not require Developer to obtain any approvals or permits for the development of the Hotel Project in accordance with this Agreement other than those permits or approvals which are required by this Agreement, the Applicable Rules or the Reserved Powers, specified in the Hotel Project Approvals, or specifically required by Section 3.2.3.

**3.2.5 Effective Development Standards.** The City agrees that it is bound to permit the Hotel Project uses, intensity of use, and density of the Hotel Project allowed by the Project Approvals, subject to this Agreement. Moreover, the City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action which must be issued by the City in order for the Hotel Project to proceed, provided that Developer reasonably and satisfactorily complies with all City-wide standard procedures and policies of the City for processing any such Discretionary Action, pays any applicable Processing Fees and Charges and generally complies with City-wide standard policies of the City for processing applications for Discretionary Actions. The City shall cooperate in processing any further Discretionary Actions requested by Developer which are reasonably necessary for successful implementation of the Project as contemplated by this Agreement and the Project Approvals.

**3.2.6 City's Consideration and Approval of Requested Changes in the Project.** The City acknowledges that Developer may in the future desire to change or modify the precise location, configuration, size and height of proposed buildings or other facilities and the mix of proposed uses after the Effective Date of this Agreement. The City shall cooperate in reviewing such changes and shall not impose conditions on its approval of such changes other than the conditions of the Project Approvals and the Mitigation Monitoring Program; provided, however, that: (i) such changes comply with the development standards set forth in the Applicable Rules; (ii) such changes do not result in new significant environmental impacts beyond the impacts studied in the MND, or do not substantially increase the severity of impacts previously identified in the MND; and (iii) are consistent with the Applicable Rules. No change to the Project which is consistent with the Applicable Rules shall require an amendment to this Agreement, and, in the event any change in the Hotel Project is approved, the references in this Agreement to the Hotel Project or applicable portion thereof shall be deemed to refer to the Hotel Project as so changed. To the extent permitted by the Applicable Rules, including the standard appeal and review procedures, any changes to the Hotel Project shall be reviewed at an administrative level without the necessity of approval by any City board or commission or the City Council.

**3.2.7 Interim Use.** The City agrees that, pending build-out of the Hotel Project, Developer may use the Property during the Term for existing Developer uses and for such other temporary uses as the City may allow from time to time pursuant to Project Approvals and Applicable Rules.

**3.2.8 Moratoria.** In the event an ordinance, resolution or other measure is enacted following the Effective Date, whether by action of the City, by initiative, or otherwise, which relates to the rate, amount, timing, sequencing or phasing of the development or construction of the Hotel Project on all or any part of the Property or the implementation or construction of the Mitigation Monitoring Program and the conditions of the Project Approvals, the City agrees that such ordinance, resolution or other measure shall not apply to the Hotel Project, the Property or this Agreement, unless such changes are adopted pursuant to the City's exercise of its Reserved Powers or other applicable provision of this Agreement.

**3.2.9 Standard City Services.** The City agrees to provide generally applicable standard municipal services to the Hotel Project upon the same terms as provided elsewhere in the City.

**3.2.10 Impact Fees.** Impact Fees imposed by the City with respect to the Hotel Project shall be only those Impact Fees in force and duly adopted from time to time. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (i.e. Developer district impact fees pursuant to Government Code Section 65995). The City agrees that the construction cost of public improvements installed pursuant to the Mitigation Measures and/or any conditions of the Project Approvals for which Developer paid more than its prorata share shall be credited against any applicable Impact Fees which relate to the type of improvement installed, to the extent of the cost in excess of Developer's pro-rata share.

### **3.3 Public Parking Lot.**

**3.3.1 Development.** The City shall construct the Public Parking Lot on the Dedication Area and the Rondell Parcel designed by the Public Works Director, in consultation with the Developer, and consistent with this Agreement, the Applicable Rules, and the Project Approvals. Construction of the Public Parking Lot shall be complete within 180 working days of the commencement of construction of the Public Parking Lot. The Director of Public Works for the City of Calabasas and the Community Development Director shall approve the design and specifications for the Public Parking Lot. The Public Parking Lot will consist of approximately one hundred and fifty-two (152) parking spaces with curbs, driveways, lighting, landscaping and associated parking lot improvements. The City and Developer agree that the City's Project Manager (as defined herein) and the Developer's Project Manager (as defined herein) shall cooperate on developing a written site availability and construction schedule, including the specific date of commencement for construction of the Public Parking Lot which shall be within three months of conveyance of the Dedication Area to the City, and construction staging and management plan governing construction of the Public Parking Lot, complying with the timeline set in this section and Section 3.1.4.

**3.3.2 Maintenance of Public Parking Lot.** The City and Developer shall jointly maintain the Public Parking Lot for the Term of this Agreement, with costs and responsibilities divided as follows: (i) Developer shall be responsible for periodic sweeping, emptying of trash receptacles and trash removal as often as necessary to keep the Public Parking Lot generally clean consistent with or exceeding the standard of cleanliness generally prevailing at City-owned parking lots throughout the City; and (ii) City shall be responsible for all other maintenance, repair and replacement as needed to maintain the Public Parking Lot (including but not limited to paving, striping, curbs, fencing, landscape, walkways, lighting and hardscape) in a good and attractive condition at or exceeding the prevailing standard of maintenance and repair at City-owned public parking lots throughout the City. The Developer shall submit a maintenance plan, specifying the planned maintenance activities, schedules, and funding sources, to the Public Works Director for review and approval. The Public Parking Lot maintenance plan must be approved by the Public Works Director before issuance of a

Certificate of Occupancy for the Hotel Project. Once approved, the Developer and City must comply with the provisions of the Public Parking Lot maintenance plan.

**3.3.3 Public Parking Lot Access.** Upon completion of the Public Parking Lot, the City will open the Public Parking Lot for 24-hour public access, 7 days per week, 365 days per year. All spaces shall be open to the general public for vehicular parking on a first-come, first served basis, subject to regulations adopted by the City to control or prohibit uses which may pose a nuisance or be inconsistent with the purposes of this Agreement, e.g. long-term parking, parking of RVs and large trucks, people living in cars, abandoned vehicles, vehicle repairs, and other activities inconsistent with the purpose of the Public Parking Lot. The Developer and employees and guests of the hotel to be constructed as part of the Hotel Project will be entitled to use the Public Parking Lot on the same terms as every other member of the public, including for overnight parking. The City shall post signs in the Public Parking Lot indicating that it is open to any member of the public for purposes of parking their vehicle. The plans and design for these signs shall be approved by the Community Development Director and the Public Works Director before installation.

**3.4 Amendments to Project Approvals.** All the conditions of the Project Approvals remain in full force and effect, except those expressly modified by this section, including the following:

**3.4.1** Condition No. 9. Condition number 9 of the Project Approvals is void pursuant to this Agreement.

**3.4.2** Condition No. 21. Condition number 21 of the Project Approvals is void pursuant to this Agreement.

**3.4.3** Condition No. 39. Condition number 39 of the Project Approvals is void pursuant to this Agreement.

**3.4.4** Condition No. 40. Condition number 40 of the Project Approvals is void pursuant to this Agreement.

**3.4.5** Condition No. 41. Condition number 41 of the Project Approvals is void pursuant to this Agreement.

**3.4.6** Condition No. 43. Condition number 43 of the Project Approvals is void pursuant to this Agreement.

**3.4.7** Condition No. 46. Condition number 46 of the Project Approvals is void pursuant to this Agreement.

**3.4.8** Condition No. 47. Condition number 47 of the Project Approvals is void pursuant to this Agreement.

**3.4.9** Condition No. 48. Condition number 48 of the Project Approvals is void to the extent it requires the Developer to install signs and plant trees on Property it conveys to

the City pursuant to this Agreement. Developer remains obligated to plant trees on the Hotel Site and adjacent Santa Monica Mountains Conservancy lands as required by Condition No. 48.

**3.4.10** Condition No. 49. Condition number 49 of the Project Approvals is void pursuant to this Agreement.

**3.4.11** Condition No. 50. Condition number 50 of the Project Approvals is void pursuant to this Agreement.

**3.4.12** Condition No. 51. Condition number 51 of the Project Approvals is void pursuant to this Agreement.

**3.4.13** Condition No. 52. Condition number 52 of the Conditions of Approval is void pursuant to this Agreement.

**3.4.14** In lieu of the prior conditions of Project Approvals voided pursuant to paragraphs 3.4.1 through 3.4.12 above, City hereby imposes as a condition of regulatory approval on Developer's Project the requirement that Developer perform the work of improvement defined herein as the Public Parking Lot, and Developer's Hotel Project shall not be opened or operated for hotel guests unless and until the Public Parking Lot has been completed and is operational. Pursuant to the terms and conditions of this Agreement and in consideration of each party's promises to each other, Developer is delegating to the City, and the City is agreeing to pay for and undertake, the completion of the Public Parking Lot in satisfaction of this condition of approval.

**3.5 Entitlements, Permits and Inspections.** The City and Developer have agreed on the following provisions to expedite development of the Hotel Project:

**3.5.1 Project Managers.** If jointly agreed to by the Parties in order to facilitate the expeditious completion of the Public Parking Lot Project, the City shall select a City Project Manager for the Public Parking Lot Project and the Developer shall select a Developer Project Manager for the Hotel Project. The Project Managers will be the primary designees for their respective Party, responsible for coordinating all processing of Ministerial Permits and Approvals and all Discretionary Actions, if any, for the Project. Each Party agrees to consult with the other Party as to its proposed selection of its Project Manager, and in good faith to take into consideration the other Party's comments regarding the selection; provided that the selection of its Project Manager shall be made by each Party in its sole discretion. Each Party will endeavor to maintain reasonable consistency with respect to the Project Manager assigned to the Public Parking Lot Project through the completion of each phase of the Public Parking Lot and Hotel Projects, subject to employee performance criteria and operational requirements. Each Party agrees to assist in the efforts of the other Party's Project Manager by promptly providing information reasonably requested by the other Party or the other Party's Project Manager, in order to clarify an application or to otherwise facilitate processing of an application.

**3.5.2 Time Limits and Extensions.** If Developer commences and proceeds with the Project within the time required by provisions of this Agreement, any permit or

entitlement granted by City for the Hotel Project shall not expire and shall not become void pursuant to CMC Section 17.64.050(A) or any other provision. If Developer fails to commence or complete the Hotel Project within the time required by this Agreement, then unless otherwise extended by the Community Development Director for up to one additional year or by an amendment to this Agreement, all permits and entitlements granted by the City for the Hotel Project shall expire and become void 90 days following City's delivery to Developer of written notice of such failure, if the failure remains uncured at the end of such 90 days.

**3.5.3 Processing Fees and Charges.** Developer shall pay all Processing Fees and Charges in effect from time to time for Discretionary Actions, Discretionary Approvals, or Ministerial Permits and Approvals and Inspections for the Hotel Project.

**3.5.4 Timeframes and Staffing for Processing and Review.** In recognition of the importance of timely review and approval of Ministerial Permits and Approvals and Inspections, the Project Managers will work together to prevent unnecessary delays in reviewing and processing such Ministerial Permits and Approvals, Inspections, and Discretionary Actions.

**3.5.5 Permits and Approvals by Other Agencies.** The City shall assist and cooperate with Developer, to the extent such assistance and cooperation is requested by Developer, in obtaining permits and approvals from Government Agencies other than the City. Except as may be permissible pursuant to the City's Reserved Powers, the City shall not oppose or otherwise attempt to prevent issuance of any permit or approval from another Government Agency.

**3.5.6 Permit/Approval Dispute Resolution.** The Parties agree to establish and utilize the dispute resolution proceedings as set forth in this section to fairly and expeditiously resolve disputes or questions related to interpretation of the Project Approvals and the Ministerial Permits and Approvals during the Term. In the event of a dispute or question of interpretation regarding any Project Approvals or any Ministerial Permits and Approvals which cannot be resolved by the City Project Manager and the Developer Project Manager, upon the request of either Party, the City Project Manager and the Developer Project Manager shall meet and confer with the City Manager, or the designee of the City Manager if the City Manager is absent. Such meeting shall occur within five (5) business days following the request by either Party for such meeting. In the event that the City Manager is unable to resolve the dispute or question of interpretation within five (5) additional business days following such meeting, the Parties shall be entitled to pursue additional remedies as provided by Section 9.4 below. Nothing herein expands the authority of the City Manager, if any, to overrule determinations of the City Engineer, Chief Building Official, Fire Chief and/or other City officials and/or City Agencies as provided by the CMC or other applicable law.

**3.5.7 Environmental Review.** The City has conducted extensive environmental review of the Hotel Project and has adopted the MND pursuant to the requirements of CEQA. The Ministerial Permits and Approvals are not actions subject to requirements for further environmental review pursuant to CEQA. The City further agrees to use its best efforts to consult with Developer regarding any Discretionary Actions applicable to

the Project and, to the extent additional CEQA review is legally required for any subsequent Discretionary Action, to avoid any unnecessary or unreasonable delays due to requirements for additional documentation pursuant to CEQA.

**3.5.8** If the City determines, on the basis of substantial evidence in the light of the whole record, that any one or more of the following circumstances have arisen then a subsequent environmental impact report or negative declaration shall be prepared:

**3.5.8.1** Substantial changes are proposed in the Hotel Project which will require major revisions of the MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects;

**3.5.8.2** Substantial changes occur with respect to the circumstances under which the Hotel Project is undertaken which will require major revisions of the previous MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

**3.5.8.3** New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was certified as complete reveals any of the following:

(1) The Hotel Project will have one or more significant effects not discussed in the MND;

(2) Significant effects previously examined will be substantially more severe than shown in the MND;

(3) Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Hotel Project, but Developer declines to adopt the Mitigation Measures or alternatives; or

(4) Mitigation Measures or alternatives which are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment.

**3.5.9** A subsequent MND or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072 of the CEQA Guidelines. A subsequent MND or negative declaration shall state where the previous document is available and can be reviewed.

#### **4. ANNUAL REVIEW.**

**4.1 Annual Review.** During the Term of this Agreement, Developer shall submit and the City shall receive an Annual Review of Developer's compliance with this Agreement on the anniversary of the Effective Date of this Agreement. Such Annual Review shall be limited in scope to determining Developer's good faith compliance with the provisions of this Agreement

as provided in the Development Agreement Act and Section 17.68.060 of the Enabling Ordinance. The City shall analyze whether any state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement. It shall be Developer's burden to demonstrate to the Community Development Director or his/her designee such good faith compliance to the full satisfaction of, and in a manner prescribed, by the City. The Community Development Director's determination of compliance shall not be unreasonably withheld. The Developer shall pay appropriate fees to cover the costs of the City's Annual Review, limited to \$1,000 per year. As set forth in Section 9.4 of this Agreement, the Developer may appeal to the City Council any determination by the Community Development Director that the Developer has not in good faith complied with the provisions of this Agreement as provided in the Development Agreement Act and Section 17.68.060 of the Enabling Ordinance, or that state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement.

**4.2 Termination or Modification of Agreement.** In the event the City Council determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms of this Agreement, and that such non-compliance has not been cured, following written notice thereof to the Developer, within the time period specified in Section 5.1.2 below, the City may, after a noticed public hearing, terminate this Agreement or modify this Agreement as reasonably necessary to address such non-compliance. Notwithstanding any other provision of this Agreement, and except as may be necessary pursuant to Section 4.4 below and/or California Government Code Section 65869.5, the City shall not have any right to modify the Agreement without the consent of Developer. If the Community Development Director determines that, pursuant to California Government Code Section 65869.5, any state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement, the Community Development Director and the Developer shall first negotiate in good faith to mutually agree upon the language and scope of any modification or suspension of the Agreement necessary to comply with Section 65869.5. If the Developer does not consent to the Community Development Director's proposed language and scope of any modification or suspension of the Agreement necessary to comply with Section 65869.5, then the Developer shall have the right to be heard by the City Council on the matter as set forth in Section 9.4 of this Agreement.

**4.3 Judicial Review and Specific Performance is Sole Remedy.** The Developer shall have the right to seek judicial review of any final termination, suspension, or modification decision by the City in conjunction with an annual review. The Parties agree that specific performance (or writ of mandate for performance of a required act) shall be the sole available and appropriate remedy for Developer under this Agreement, and Developer shall not seek monetary damages from the City under this Agreement or under any otherwise applicable legal basis for monetary damages. Notwithstanding the foregoing sentence or the last two sentences of Section 5.2.2 below, where this Agreement expressly provides for the payment of money by the City to Developer, e.g. recoupment of self-help expenditures under Section 5.2.3 below and indemnification under Section 9.9.4 below, Developer may obtain a monetary judgment requiring City to make the payment, but Developer shall not obtain any other damages (consequential, punitive, lost profit, delay, or otherwise) from the City hereunder.

## 5. DEFAULT PROVISIONS.

### 5.1 Default by Developer.

**5.1.1 Default.** In addition to the annual review process set forth in Section 4, in the event Developer does not perform its obligations under this Agreement in a timely manner, the City also shall have the right to terminate this Agreement, in addition to any other rights in law or equity.

**5.1.2 Notice of Default.** With respect to a default pursuant to this Agreement, the City through the Community Development Director shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 9.12, identifying with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of default, Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) promptly not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Developer shall diligently pursue such remedy at all times until such default(s) is cured.

**5.1.3 Failure to Cure Default Procedure.** If after the cure period has elapsed, the Community Development Director finds and determines that Developer has not cured the default pursuant to this Section 5.1, Developer shall be entitled to appeal that finding and determination to the City Council in accordance with Section 9.4. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

**5.1.4 Termination or Modification of Agreement.** In the event the City Council determines on the basis of substantial evidence that Developer has not cured any such defaults, the City Council may terminate this Agreement or modify it in a manner acceptable to Developer. Notwithstanding any other provision of this Agreement, and except as may be necessary pursuant to California Government Code Section 65869.5, the City shall not have any right to modify this Agreement without the written consent of Developer. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5, 65868, and 65869.5 irrespective of whether an appeal is taken as provided in Section 9.4.

**5.1.5 Specific Performance.** Except as provided in this Section 5.1, the City shall have no right to seek a remedy of specific performance for any default by Developer pursuant to this Agreement. Further, in the event of an abandonment of the Hotel Project, City shall not be entitled to seek specific performance to compel completion of the Hotel Project. The City's right to specific performance shall be limited to: (i) compelling Developer, at the election of the City in its sole discretion, to demolish any partially-constructed offsite improvements on public property initiated in connection with the Hotel Project; and (ii) compelling Developer, at the election of Developer in its sole discretion, to either complete, demolish or make safe and secure any partially-constructed improvements located on the Property. Nothing in this Section 5.1 shall limit the City's right to enforce all applicable

provisions of this Agreement, the Applicable Rules, Uniform Codes and Project Approvals for any portion of the Project then or thereafter constructed and not abandoned. Further, the Parties agree to cooperate in pursuing an expedited process for any actions in specific performance permitted by this Agreement.

## **5.2 Default by the City.**

**5.2.1 Default and Notice of Default.** In the event the City does not accept, process or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefor, or the City otherwise defaults under the provisions of this Agreement, in addition to the dispute resolution process set forth in Section 3.5.6, Developer shall have only those rights and remedies provided herein which shall include compelling the specific performance of the City's obligations under this Agreement. With respect to a default pursuant to this Agreement, Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure in any event not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

**5.2.2 Specific Performance.** Both Parties agree and recognize that, as a practical matter, it will not be feasible physically, financially and as a matter of land use planning, to restore the Property to its prior state once the Project is commenced. Moreover, Developer has invested a considerable amount of time and financial resources in planning to arrive at the kind, location and intensity of use and improvements for the Project. For these reasons, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for this work nor calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the Parties agree that monetary damages shall not be an adequate remedy for Developer if the City should be determined to be in default under this Agreement. The Parties further agree that specific performance (or writ of mandate for performance of a required act) shall be the sole available and appropriate remedy for Developer under this Agreement, and Developer shall not seek monetary damages in the event of a default by the City under this Agreement or under any otherwise applicable legal basis for monetary damages. In no event will the City or its officers, agents, or employees, be liable for damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to Developer for a default under this Agreement by the City shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

**5.2.3 Self-Help.** Notwithstanding anything to the contrary in paragraph 5.2.2 above, Developer shall have (and City hereby grants a right of entry to Developer over the Dedication Area to accomplish) a limited self-help remedy as provided in this paragraph. In the event that following City's acquisition of the Dedication Area, the City defaults in commencing or completing the Public Parking Lot as required by Section 3.3.1 above, and the default

continues uncured after notice to the City and expiration of the applicable cure period under Section 5.2.1 above, then Developer may elect to engage a licensed contractor and enter onto the Dedication Area to proceed with construction of the Public Parking Lot in accordance with the approved plans and applicable law. Developer shall give the City at least ten days' prior written notice of such election prior to commencing work. The costs incurred by Developer in proceeding with construction of the Public Parking Lot under this paragraph shall initially be paid by Developer, but Developer shall be entitled to bring a court action to recover solely its reasonable expenditures incurred in construction of the Public Parking Lot from the City. Developer shall have no right to recover further monies beyond the reasonable expenditures incurred in construction of the Public Parking Lot from the City, including any consequential, punitive, lost profit, delay, or other damages.

**5.3 Termination for Failure of Conditions Precedent to Occur.** If the Conditions Precedent set forth in Sections 3, 4, and 5 of the Dedication Agreement as necessary precedents to the transfer of the Dedication Area from Developer to City have not been satisfied by December 31, 2018, then this Agreement shall terminate. In that event, the Existing Development Approvals shall remain valid and shall expire one year after the termination date if not exercised or extended by the Community Development Director under the provisions of Calabasas Municipal Code section 17.64.050.

## **6. AMENDMENT.**

**6.1 Amendment of Project Approvals.** The Project Approvals from time to time may be amended or modified in the following manner:

**6.1.1 City's Consideration and Approval of Requested Changes in the Hotel Project.** The City acknowledges that Developer may in the future desire to change or modify the precise location, configuration, size, and height of proposed buildings or uses and/or the types and mix of proposed uses after the Effective Date of this Agreement based upon more precise planning, changes in market demand, the availability of funding, changes in development occurring in the vicinity, and similar factors. The City shall cooperate in reviewing such changes and shall not impose additional conditions on its approval of Minor Modifications as defined herein. In the event any change in the Hotel Project is approved, the references in this Agreement to the Hotel Project or applicable portion thereof shall be deemed to refer to the Hotel Project as so changed. To the extent permitted by the Applicable Rules, including the standard appeal and review procedures, any changes to the Hotel Project shall be reviewed at an administrative level without the necessity of approval by any City board or commission or the City Council.

**6.1.2 Administrative Amendments.** Upon the written request of Developer, the Community Development Director or his or her designee shall determine: (1) whether the requested amendment or modification is a Minor Modification, as defined herein or as may be determined by the Community Development Director in his or her reasonable discretion if the amendment or modification is not listed as a Minor Modification; and (2) whether the requested amendment or modification is consistent with this Agreement. If the Community Development Director finds that the amendment or modification is both minor and consistent with this

Agreement, the amendment or modification shall be determined to be an “**Administrative Amendment**,” and the Community Development Director shall approve the Administrative Amendment without notice or public hearing, and this Agreement and its pertinent exhibits shall be automatically amended without further action by the Parties.

**6.1.3 Minor Modifications.** Minor modifications are those requested changes in the project that shall be approved at the administrative level and that shall not require an amendment to this Development Agreement. Minor Modifications include, but are not limited to:

- Ministerial Permits and Approvals;
- Changes that do not result in new significant environmental impacts beyond the impacts studied in the MND;
- Changes that do not substantially increase the severity of impacts previously identified in the MND;
- Change that are consistent with the Applicable Rules;
- Extensions of the Term pursuant to Section 9.3 of this Agreement; or
- Changes that result in less than a 5% increase in any previously-studied environmental impact or development activity.

**6.1.4 Non-Administrative Amendments.** Any request by Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor; or (2) inconsistent with this Agreement, shall be considered a “**Major Modification**” and shall be subject to review, consideration and action pursuant to the Applicable Rules and this Agreement, and shall be reflected in an amendment to this Agreement and/or its pertinent exhibits pursuant to Section 6.2 of this Agreement.

## **6.2 Amendment of this Agreement.**

**6.2.1 Generally.** This Agreement may be amended from time to time, in whole or in part, by mutual consent of the original Parties or their successors in interest, in accordance with this Agreement and Sections 65867, 65867.5 and 65868 of the Government Code. If any proposed amendment purports to change the overall intensity of development or revise approved land uses, such amendment shall be consistent with the General Plan in effect as of the date of such amendment. If State law requires that amendments to a development agreement be conditioned upon consistency with the General Plan, the provisions of the amendment shall be made consistent with the General Plan.

**6.2.2 Administrative Amendments.** Notwithstanding Section 6.2.1 above, any amendment to this Agreement which does not relate to the Term, uses other than those permitted by the Applicable Rules, provisions for reservation and dedication of land or changes to any condition set forth in the Project Approvals may be determined by the Community

Development Director to be an Administrative Amendment, and if so, shall be processed pursuant to Section 6.1.1 above.

## 7. MORTGAGEE PROTECTIONS.

**7.1 Encumbrance of Developer's Interest.** Developer shall have the right to encumber and/or collaterally assign or grant a security interest in Developer's right, title and interest in, to and under this Agreement and the Property pursuant to one or more mortgages ("**Permitted Mortgage**"), provided that each such Permitted Mortgage is given for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, or for financing the construction of the Hotel Project thereon, and/or any other expenditures reasonably necessary and appropriate to develop the Hotel Project in accordance with this Agreement.

**7.2 Mortgagee Protections.** Provided that any mortgagee or beneficiary under a Permitted Mortgage ("**Mortgagee**") provides the City with a conformed copy of each Permitted Mortgage which contains the name and address of such Mortgagee, the City hereby covenants and agrees to faithfully perform and comply with the following provisions with respect to such Permitted Mortgage:

**7.2.1 No Material Modification.** No agreement between the Developer and the City to cancel, surrender or materially modify the terms of this Agreement, except for Administrative Amendments, or the provisions of this Article 7 shall be binding upon a Mortgagee without its prior written consent. Nothing in this Article 7 shall be construed to limit the City's rights under this Agreement to terminate this Agreement under the circumstances and according to the procedures for such termination set forth in this Agreement.

**7.2.2 Notices.** If the City shall give any Notice of Default to Developer hereunder, the City shall simultaneously give a copy of such Notice of Default to the Mortgagee at the address theretofore designated by the Mortgagor. No Notice of Default given by the City to Developer shall be binding upon or affect said Mortgagee unless a copy of said Notice shall be given to Mortgagee pursuant to this Section 7.2. In the case of an assignment of such Permitted Mortgage or change in address of such Mortgagee, said assignee or Mortgagee, by written notice to the City, may change the address to which such copies of Notices are to be sent. The City shall not be bound to recognize any assignment of such Permitted Mortgage unless and until the City shall be given written notice thereof, a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Mortgagee hereunder with respect to the Permitted Mortgage being assigned. If such Permitted Mortgage is held by more than one person, corporation or other entity, no provision of this Agreement requiring the City to give notices or copies thereof to said Mortgagee shall be binding upon the City unless and until all of said holders shall designate in writing one of their number to receive all such notices and copies thereof and shall have given to the City an original, executed counterpart of such designation.

**7.2.3 Performance of Covenants.** Any Mortgagee shall have the right to perform any term, covenant or condition and to remedy any default by Developer hereunder

within the time periods specified herein, and the City shall accept such performance with the same force and effect as if furnished by Developer; provided, however, that said Mortgagee shall not thereby or hereby be subrogated to the rights of the City.

**7.2.4 Default by the Developer; Notice of Termination to Mortgagee.** In the event of a default by Developer which has not been cured by Developer or as to which there is no cure period hereunder, the City agrees not to terminate this Agreement: (1) unless and until the City provides written notice of such default to any Mortgagee and such Mortgagee shall have failed to cure such Default within ninety (90) business days after the later of delivery of such notice or expiration of any applicable Developer cure period; and (2) as long as:

**7.2.4.1** In the case of a default which cannot practicably be cured by the Mortgagee without taking possession of the Property (which defaults shall not include defaults “not susceptible of being cured” as defined below): (1) the Mortgagee has delivered to the City, prior to the date on which the City shall be entitled to give notice of termination, a written instrument wherein the Mortgagee unconditionally agrees that (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) it will commence and diligently pursue cure of such default promptly following its obtaining possession and; (2) said Mortgagee shall proceed diligently to obtain possession of the Property (including possession by receiver) (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) and, upon obtaining such possession, shall proceed diligently to cure such default; and 3) said Mortgagee has delivered to the City, prior to the date on which the City shall be entitled to give notice of termination, a written instrument wherein the Mortgagee unconditionally agrees that the Mortgagee will preserve and maintain the use of the Property as a Developer subject to the terms and conditions of this Agreement; and

**7.2.4.2** In the case of a default which is not susceptible to being cured by the Mortgagee, the Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) (unless in the meantime it shall acquire Developer’s right, title and interest hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure) and upon such completion of acquisition or foreclosure such default shall be deemed to have been cured.

The Mortgagee shall not be required to obtain possession or to continue in possession as Mortgagee of the Property pursuant to Subsection 7.2.4.1 above, or to continue to prosecute foreclosure proceedings pursuant to Subsection 7.2.4.2 above, if and when such default shall be cured prior to the Mortgagee taking possession of the Property. Nothing herein shall preclude the City from exercising any of its rights or remedies with respect to any other default by Developer during any period of such forbearance, but in such event the Mortgagee shall have all of its rights provided for herein. If the Mortgagee, its nominee or a purchaser in a foreclosure sale, shall acquire title to Developer’s right, title and interest hereunder and shall cure all defaults which are susceptible of being cured by the Mortgagee or by said purchaser, as the case may be, then prior defaults which are not susceptible to being cured by the Mortgagee or by said purchaser shall no longer be deemed defaults hereunder.

References herein to defaults which are “not susceptible of being cured” by a Mortgagee or purchaser (or similar language) shall not, except as provided below, be deemed to refer to any default which the Mortgagee or purchaser is not able to cure because of the cost or difficulty of curing such default, but rather shall be deemed to refer only to defaults specifically relating to the identity of the Developer which by their nature can be cured only by the Developer (such as the owner’s bankruptcy/dissolution event or an owner control change).

**7.2.5 Foreclosure.** Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in a Permitted Mortgage, or any conveyance of the Hotel Project from Developer to a Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of the City or constitute a breach of any provision of, or a default under, this Agreement, and upon such foreclosure, sale or conveyance the City shall recognize the purchaser or other transferee in connection therewith as Developer hereunder, provided that such purchaser or transferee assumes, subject to the terms of Section 7.2.4 above, each and all of the obligations of Developer hereunder pursuant to an assumption agreement satisfactory to the City. If the Mortgagee takes possession of the Property, the Mortgagee shall be subject to the Transfer restrictions and procedures set forth in Article 8 of this Agreement.

**7.2.6 No Obligation to Cure.** Except as set forth herein, nothing herein contained shall require any Mortgagee to cure any default of Developer referred to above.

**7.2.7 Form of Notice.** Any Mortgagee under a Permitted Mortgage shall be entitled to receive the notices required to be delivered to it hereunder, provided that such Mortgagee shall have delivered to each party a notice substantially in the following form:

The undersigned, whose address is \_\_\_\_\_, does hereby certify that it is the Mortgagee (as such term is defined in that certain Development Agreement dated as of \_\_\_\_\_, 2017 between Rondell Oasis, LLC and the City of Calabasas (“**Development Agreement**”) of the parcel of land described on Exhibit ”A,” attached hereto, which parcel is owned by Rondell Oasis, LLC, a party to the Development Agreement (“**Party**”). In the event that any notice shall be given of a default of the Party under the Development Agreement, a copy thereof shall be delivered to the undersigned who shall have the rights of a Mortgagee to cure the same, as specified in the Development Agreement. Failure to deliver a copy of such notice shall in no way affect the validity of the notice to the Party, including the commencement of any cure periods applicable to the undersigned, until actually received by the undersigned.

**7.2.8 Estoppel Certificate.** The City shall execute an estoppel certificate in form and substance reasonably satisfactory to the Mortgagee at the time of the initial advance in connection with construction financing and from time to time thereafter, upon the reasonable

request of the Mortgagee. This estoppel certificate can be administratively issued by the Community Development Director if it is in the form required by Section 9.10.

**7.2.9 Limitation of Liability.** Upon acquiring title to the Property or any portion thereof, said Mortgagee's obligations or liabilities to the City, if any, shall be limited to the terms of this Agreement. If said Mortgagee acquires only a portion of the Property, Mortgagee's obligations under this Agreement shall be limited to those applicable to the portion of the Property acquired by the Mortgagee. Mortgagee shall be released and relieved of any obligation or liability under the Agreement and under any other document entered into in connection therewith upon the assignment of Mortgagee's rights upon or subsequent to foreclosure of its collateral or acquisition in lieu of foreclosure, provided that such assignee accepts in a manner and form acceptable to the City all the transferring Mortgagee's rights and obligations under this Agreement.

**7.2.10 Further Assurances.** The City and Developer agree to cooperate in including in this Agreement, by suitable amendment, any provision which may be reasonably requested by any Mortgagee or any proposed Mortgagee for the purpose of (i) more fully or particularly implementing the mortgagee protection provisions contained herein; and (ii) allowing such Mortgagee reasonable means to protect or preserve the security interest of the Mortgagee in the collateral, including its lien on the Property and the collateral assignment of this Agreement; provided, however, in no event shall the City be obligated to modify any of the Developer's obligations or the City's rights under this Agreement in any manner not already contemplated in this Article 7.

## **8. ASSIGNMENT.**

**8.1 Restrictions on Transfer.** The Parties acknowledge and agree that the City is relying upon the resources and experience of Developer to help assure that the City will receive the anticipated benefits of the Hotel Project as expressed in the recitals to this Agreement. Except as provided in this Section 8, prior to build-out of the Hotel Project, Developer shall not be entitled to "Transfer" the Property or any of its rights or obligations hereunder without the written consent of the City, which consent may not be unreasonably withheld or delayed. City shall not be entitled to Transfer the Dedication Area or any of its rights or obligations hereunder without the written consent of the Developer, which consent may not be unreasonably withheld or delayed. For the purposes of this Section, the term "**Transfer**" means any direct or indirect conveyance, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like, to any person or entity.

**8.2 Notice.** At least thirty (30) days prior to any Transfer, Developer shall provide written notice to the City describing the nature of the Transfer, the identity of the proposed transferee, and the asset proposed to be transferred. In the event of any Transfer by Developer, all references in this Agreement to Developer shall thereafter also be deemed to refer to such successor or assign with respect to the interest transferred.

**8.3 Effectuation of Transfers.** If all or any portion of the Property is transferred by the Developer ("**Transferred Property**") to any person or entity ("**Transferee**") the Transferee

shall succeed to all of Developer's rights and obligations under this Agreement regarding the Transferred Property. The City shall be a necessary party to the effectiveness and validity of all Transfers pursuant to a written assignment and assumption agreement ("**Assignment Agreement**"). Thereafter, a default under this Agreement by Developer regarding that portion of the Property other than the Transferred Property ("**Remaining Property**") shall be considered a default by the Developer and shall not be considered or acted upon by City as a default by the Transferee regarding the Transferred Property and shall not affect the Transferee's rights or obligations regarding the Transferred Property. Likewise, a default by a Transferee relating to the Transferred Property be considered a default by the Transferee and shall not be considered or acted upon by the City as a default by the Developer regarding the Remaining Property and shall not affect the Developer's rights and obligations regarding the Remaining Property.

**8.4 Allocation.** The Parties acknowledge that in the event of a Transfer of a portion of the Property, Developer shall have the right to contractually allocate with any Transferee the Developer's rights and obligations under this Agreement, including without limitation, permitted density and/or development rights and the right and obligation to construct improvements, including the conditions of the Project Approvals and Mitigation Monitoring Program, all of which shall be set forth in the Assignment Agreement.

## **9. GENERAL PROVISIONS.**

**9.1 Effective Date.** This Agreement shall be effective only after all of the following conditions are met: (1) approval by the City Council, (2) attestation by the City Clerk, (3) execution by the Developer and the City Manager, and (4) recordation pursuant to Section 9.14 of this Agreement.

**9.2 Term.** The Term of this Agreement shall commence on the Effective Date and shall extend for a period of 50 years after the Effective Date, unless said Term is otherwise terminated by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals for the Property approved concurrently with, or subsequent to, the Effective Date.

**9.3 Extension.** The Term and construction deadlines for the Hotel Project may be extended, and the requirement in Section 3.1.5 above for continuous work on the Hotel Project once construction commences shall not be applicable, for the period of time of any actual delay in Hotel Project development resulting from causes beyond Developer's reasonable control, including but not limited to, delays arising from any enactments pursuant to the City's Reserved Powers or moratoria or pursuant to Section 9.5 of this Agreement. The Developer shall submit to the Community Development Director a written request to extend an applicable project deadline or excuse a break in continuous construction whenever the Developer determines such a request is justified under this Section 9.3. The Community Development Director shall approve or disapprove the request within thirty (30) days of receipt of a written request. Approval of requests under this Section 9.3 shall not be unreasonably withheld. If the Community Development Director disapproves the request or fails to approve or disapprove the request, the

Developer shall have the right to appeal to the City Council pursuant to Section 9.4 of this Agreement.

**9.4 Appeals to City Council.** Where a right to an appeal by Developer to the City Council from a finding and/or determination of the Community Development Director exists under this Agreement, such appeal shall be filed with the City Clerk, if at all, within twenty (20) days after the mailing of such finding and/or determination to Developer, or its successors, transferee and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Community Development Director within forty (40) days after such mailing, or within such additional period as may be agreed upon by the Developer and the Council. The failure of the City Council to act within such time shall be deemed to be a denial of the appeal.

**9.5 Enforced Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; terrorism; strikes; walk-outs; riots; floods; earthquakes; fires; casualties; acts of God; Litigation and administrative proceedings against the Hotel Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs such as the Annual Review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the Party to be excused (financial inability excepted). Notwithstanding the foregoing, an extension need not be granted unless the Party to be excused provides notice to the other Party of the grounds for such extension within ten (10) business days following determination by the Party to be excused that such grounds exist. This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third parties against Developer.

**9.6 Legal Action.** Subject to the limitations on remedies provided above, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto or seek declaratory relief with respect to its rights, obligations or interpretations of this Agreement.

**9.7 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any Party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions, and the Central District of California for any federal actions.

**9.8 Covenants.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees and successors to the Parties hereto.

**9.9 Cooperation and Implementation.**

**9.9.1 Processing.** Upon satisfactory completion by Developer of all required applications and payment of appropriate Processing Fees and Charges, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information necessary for the City to carry out its processing obligations.

**9.9.2 Other Governmental Permits.** Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Hotel Project as may be required for the development of, or provision of services to, the Hotel Project. The City shall cooperate with, and actively support, Developer in its endeavors to obtain such permits and approvals.

**9.9.3 Legal Challenges; Cooperation.** In the event of any Litigation, the Parties hereby agree to affirmatively cooperate in defending said action.

**9.9.4 Indemnification.** Developer hereby agrees to provide the City's legal defense and to indemnify, save and hold the City and its elected and appointed representatives, boards, commissions, commissioners, council members, officers, agents and employees, all personally and in their official capacities, harmless from any liability for damage or claims which may arise in Litigation or may arise from or related to the development of the Hotel Project. City hereby agrees to indemnify, save and hold the Developer and its officers, agents, and employees harmless from any liability for damage or claims which may arise from the City's construction of the Public Parking Lot. In the event any lawsuit subject to this indemnification clause is initiated and served on either or both Parties prior to commencement of construction of the Hotel Project or the Public Parking Lot, Developer may, prior to such commencement, elect to limit its exposure under this Section 9.9 by abandoning the Hotel Project or terminating this Agreement, and City shall cooperate in implementing Developer's election to do so. This provision shall survive and continue after the termination of this Agreement.

**9.9.5 Defense Costs.** In the event any Litigation should arise, the City shall notify Developer in writing of such Litigation no later than ten (10) business days after service upon City and shall transmit to Developer any and all documents (including, without limitation, correspondence and pleadings) received by, or served upon, the City in connection with such Litigation. Upon receipt of such notice from the City, Developer shall retain and appoint counsel to represent and defend both the Developer and the City with respect to the Litigation. The City shall have the right to review and approve counsel retained by the Developer to defend

the City. The Parties acknowledge that counsel will appear and represent the City and the Developer in connection with such Litigation and such counsel shall, at the request of the City Attorney, cooperate with the City Attorney in the preparation of all pleadings, motions and other Litigation-related documents for the City, coordinate legal strategy and otherwise cooperate with the City in connection with the Litigation, all at Developer's cost and expense. Developer shall also pay all filing fees, court costs and similar out-of-pocket expenses required to defend the Litigation. The City shall cooperate with counsel's defense of the Litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to counsel as may be reasonably requested by counsel in connection with the Litigation.

**9.9.6 Legal Conflicts.** If a legally recognizable conflict of interest arises, which requires that each Party be represented by separate counsel, the Developer shall retain another law firm of such stature and pricing structure as is customary to law firms handling CEQA and land use litigation for the City to represent and defend the City in Litigation. If another firm is retained, Developer shall pay the costs as set forth in subsection 9.9.5 immediately above.

**9.10 Estoppel Certificates.** Either Party may, at any time, deliver written notice to the other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligation set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. Any third Party, including a Mortgagee, shall be entitled to rely on the certificate. Any attorney's fees and costs associated with the preparation, review and execution of such certificate shall be paid by the Party requesting the certificate.

**9.11 Relationship of the Parties.** It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent party and not an agent of the City. Further, the City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

**9.12 Notices.** Any notice or communication required hereunder between the City or Developer must be in writing, and may be given either personally, by registered or certified mail, return receipt requested or by overnight courier. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other

address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at **their** addresses set forth below:

If to the City:

Maureen Tamuri,  
Community Development Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

with copies to:

Scott H. Howard  
City Attorney  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

If to Developer:

Richard Weintraub  
Rondell Oasis LLC  
Weintraub Real Estate Group  
P.O. Box 6528  
Malibu, CA 90264

with copies to:

Joshua Gottheim  
Counsel for Rondell Oasis LLC  
Canzoneri Gottheim Law LLP  
4348 Hayman Avenue  
La Canada, CA 91011

**9.13 Recordation.** As provided in Government Code Section 65868.5 and Section 17.68.050(B) of the Enabling Ordinance, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of Los Angeles County within ten (10) days following its execution by both Parties. Developer shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

**9.14 Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

**9.15 Severability.** If any provisions, conditions or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**9.16 Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

**9.17 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this section. No waiver of any right or remedy in

respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

**9.18 No Third Party Beneficiaries.** The only Parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person whatsoever.

**9.19 Entire Agreement.** This Agreement sets forth and contains the entire understandings and agreements of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

**9.20 Legal Advice; Neutral Interpretation; Headings and Table of Contents.** Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

**9.21 Counterparts.** This Agreement is executed in duplicate originals, each of which is deemed to be an original.

**9.22 Attorneys' Fees.** If any Party brings an action or files a proceeding arising out of this Agreement, then the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing Party.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

“City”

CITY OF CALABASAS, a municipal corporation of the State of California

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Tony Coroalles  
Title: City Manager

By: \_\_\_\_\_  
Name: Scott H. Howard  
Title: City Attorney  
Date:

ATTEST:

By: \_\_\_\_\_  
Name: Maricela Hernandez  
Title: City Clerk  
Date: \_\_\_\_\_

“Developer”

Rondell Oasis, LLC, a limited liability company of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**DEVELOPMENT AGREEMENT NO. 2017-01**

**BY AND BETWEEN**

**THE CITY OF CALABASAS**

**AND**

**RONDELL OASIS, LLC**

This Development Agreement (“**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Calabasas, a California municipal corporation (“**City**”), and Rondell Oasis, LLC, a California limited liability company (“**Developer**”) pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (“**Development Agreement Act**”) and Chapter 17.68 of the Calabasas Municipal Code (“**Enabling Ordinance**”).

**RECITALS**

WHEREAS, Developer owns the property located at 26300 Rondell Street, consisting of approximately 4.13 acres (“**Property**”), as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires, subject to certain terms and conditions referenced in this Agreement, to construct a three-story hotel with one hundred twenty-seven (127) rooms on a portion of the Property (“**Hotel Project**”); and

WHEREAS, the Property includes vacant land adjacent to the proposed hotel (“**Dedication Area**”), more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference, which has the capacity to be striped, together with the City’s Rondell Parcel and a portion of the Hotel Site, for approximately one hundred fifty-two (152) parking spaces with curbs, driveways, lighting, landscaping and associated parking lot improvements (“**Public Parking Lot**”); and

WHEREAS, Developer has offered to transfer the ownership of the Dedication Area to the City for improvement and joint use as a public park & ride lot which would be open to public use 24 hours a day; and

WHEREAS, the transfer of the Dedication Area would deprive Developer of the space to maintain one hundred forty (140) off-street parking spaces in connection with the hotel use and operation; and

WHEREAS, the transfer of the Dedication Area would deprive Developer of the required lot area on which to develop a sixty seven thousand (67,000) square-foot hotel; and

WHEREAS, the City owns an unimproved portion of Rondell Street adjacent to the Property (“**Rondell Parcel**”), as shown in Exhibit “C” and incorporated herein by reference; and

WHEREAS, the City has proposed entering into a development agreement with Developer whereby the City obtains the ownership rights to the Dedication Area in exchange for Developer’s ability to use the public park & ride lot to satisfy its off-street parking requirements and a concentration of development rights from the Dedication Area to the Hotel Project; and

WHEREAS, public parking and public transit access in and around the Las Virgenes Scenic Corridor is limited given the area’s present development and the lack of any existing public park & ride lots adjacent to public transit; and

WHEREAS, because of the distinct and complimentary parking demand and peaking characteristics of commuter park & ride, recreational/trailhead and hotel uses, establishment of a multi-use parking lot at this location will provide a more efficient use of limited land available for parking in the City and thereby limit pressure for “urban sprawl” and for future conversion of open space lands to development; and

WHEREAS, acquiring the Dedication Area and improving it together with the Rondell Parcel for public parking purposes, together comprising the area necessary for the Public Parking Lot, is beneficial for the public to maintain adequate parking supply, reduce the need for vehicular travel by facilitating carpooling and ride-sharing, and improve access to environmentally friendly and convenient transit options; and

WHEREAS, this Agreement with Developer and the City Council’s approval of the related ordinance permitting substitute use of a public parking lot for the required off-street parking for the Hotel Project and concentrating the Dedication Area’s development rights onto the portion of the Property retained by Developer after conveying the Dedication Area to the City (“Hotel Site”) is in the public’s interest, and provides a public benefit for the entire Las Virgenes Scenic Corridor and community at large; and

WHEREAS, the Developer applied to the “**Community Development Director**” to enter into a development agreement; and

WHEREAS, the Community Development Director reviewed the application and recommended it to the Planning Commission of the City of Calabasas (“**Planning Commission**”) for approval; and

WHEREAS, on April 27, 2017, the Planning Commission reviewed the Developer’s application and the Community Development Director’s recommendation at a properly noticed public hearing and made a recommendation to approve the application to the City Council of the City of Calabasas (“**City Council**”); and

WHEREAS, on May, 2017, the City Council reviewed the Developer's application and the Planning Commission's recommendation at a properly noticed public hearing and conditionally approved the application for a development agreement and conducted a first reading of the ordinance for the approval of this Agreement; and

WHEREAS, on May 24, 2017, the City Council directed the Community Development Director to finalize this Agreement; and

WHEREAS; on May 24, 2017, the City Council adopted an ordinance containing findings that the provisions of this Agreement are consistent with the City's "**General Plan**", the Enabling Ordinance, the Las Virgenes Gateway Master Plan, the Las Virgenes Scenic Corridor Overlay Zoning District, and the requirements of the Commercial, Retail Zoning District, and authorized the City Manager to execute this Agreement; and

WHEREAS, the City and Developer recognize that construction and development of the Hotel Project will create economic benefits to the City in terms of construction jobs and business and tourist overnight stays, and will facilitate the implementation of private and public improvements needed to accommodate local and regional growth and parking demand, and will generate significant social and public benefits to the City; and

WHEREAS, Developer, in consideration of the benefits and opportunities provided to Developer by the Hotel Project and the cooperation and assistance of the City in connection therewith, will provide assurances to the City that the public infrastructure, public facilities and design features of the Hotel Project are implemented in a timely manner when the Hotel Project is developed; and

WHEREAS, in order to provide certainty and render development of the Hotel Project more feasible in light of the large amount of capital investment necessary to implement the Hotel Project and the extended planning horizon necessary to coordinate a project of such scope and complexity, Developer requires assurance from the City, with respect to the Property that the certain existing governmental entitlements shall, to the extent specified herein, not be changed or supplemented with inconsistent burdens and exactions; and

WHEREAS, for the foregoing reasons, the Parties desire to enter into, pursuant to the Development Agreement Act and the Enabling Ordinance and the City's general law powers, a development agreement upon the terms set forth herein for the development of the Hotel Project and Public Parking Lot.

### **AGREEMENT**

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act and the Enabling Ordinance, and in consideration of the promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**1. DEFINITIONS.**

For all purposes of this Agreement, except as otherwise expressly defined in this Agreement or unless the context otherwise requires:

**1.1 “Administrative Amendment”** shall mean an amendment or modification to the Project Approvals that is a Minor Modification and is consistent with this Agreement.

**1.2 “Agreement”** shall mean this Development Agreement and all amendments and modifications thereto.

**1.3 “Annual Review”** shall mean the annual review process as described in Section 4 of this Agreement and required by California Government Code Section 65865.1.

**1.4 “Applicable Rules”** shall mean the rules, regulations, ordinances and officially adopted policies of the City in force as of the Effective Date (as hereinafter defined) of this Agreement, including the General Plan and the CMC, except as such rules, regulations, ordinances and officially adopted policies may be modified in accordance with Section 3.2.2 of this Agreement.

**1.5 “Attorneys' Fees”** shall mean and shall be limited to (a) attorneys' fees, if any, specifically awarded to a Plaintiff by a court of competent jurisdiction pursuant to a final judgment in connection with any Litigation and (b) the amount required to be paid, if any, to reimburse any Plaintiff for the Plaintiffs attorneys' fees as provided in a settlement agreement approved by City and Developer in connection with any Litigation, as provided in Section 9.8.3.1 of this Agreement.

**1.6 “CEQA”** shall mean the California Environmental Quality Act (“CEQA”) (Cal. Public Resources Code §§ 21000 et seq.), the State CEQA Guidelines (Cal. Code of Regs., Title 14, §§ 15000 et seq.) and any applicable City CEQA Guidelines.

**1.7 “City”** shall mean the City of Calabasas, a general law city.

**1.8 “City Agency”** shall mean each and every agency, department, board, commission, authority, agency, employee, and/or official acting under the authority of the City, including without limitation, the City Council, the City Planning Commission and any joint power authority of the City over which the City has effective control.

**1.9 “City Attorney”** shall mean the City Attorney of the City.

**1.10 “City Council”** shall mean the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code.

**1.11 “City Manager”** shall mean the most senior executive and/or administrative officer of the City.

**1.12** “**City Project Manager**” shall mean an individual selected by the City to coordinate processing of all Ministerial Permits and Approvals and all Discretionary Actions.

**1.13** “**CMC**” shall mean the Calabasas Municipal Code.

**1.14** “**Dedication Area**” shall mean the portion of the Property to be transferred from the Developer to the City, as more particularly described in Exhibit “B”.

**1.15** “**Dedication Agreement**” shall mean the further agreement concerning the transfer of the Dedication Area to the City, attached as Exhibit “F”.

**1.16** “**Conditions of Approval**” shall mean the final conditions of approval imposed by the City in connection with development of the Hotel Project, reflecting the changes made to the Conditions of Approval by the ordinance approving this Agreement and the provisions of Section 3.4 of this Agreement.

**1.17** “**Consensual Transfer**” shall mean a Transfer of the Property or any of its rights or obligations hereunder by the Developer that requires written consent of the City, as set forth in Article 8 of this Agreement.

**1.18** “**Counsel**” shall mean the counsel retained by Developer to represent the City and/or the Developer in connection with any Litigation.

**1.19** “**Developer**” shall mean Rondell Oasis, LLC, a California limited liability company.

**1.20** “**Developer Project Manager**” shall mean the person designated from time to time by Developer as having primary responsibility for supervision and implementation of the Hotel Project.

**1.21** “**Development Agreement Act**” shall mean Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

**1.22** “**Discretionary Action**” or “**Discretionary Approvals**” shall mean an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City and/or any City Agency to determine whether there has been compliance with statutes, ordinances or regulations.

**1.23** “**Effective Date**” is the date on which this Agreement is attested by the City Clerk of the City after approval by the City Council and execution by the Mayor of the City and Developer.

**1.24** “**Enabling Ordinance**” shall mean Chapter 17.68 of the CMC.

**1.25** “**Enforced Delays**” shall have the meaning ascribed in Section 9.5 of this Agreement.

**1.26 “General Plan”** shall mean the General Plan of the City.

**1.27 “Government Agencies” or “Government Agency”** shall mean any entity or subordinate entity, including any administrative agency, of the State of California, the United States Federal Government, a local municipality or special or regional body created to carry out a governmental function or to implement a statute or statutes.

**1.28 “Hotel Project”** shall mean the additional buildings, facilities and other improvements to be constructed, demolished, removed, or replaced on a portion of the Property pursuant to this Agreement, consisting of up to sixty-seven thousand (67,000) square feet of building area for the construction of a three story, one hundred twenty-seven (127) room hotel, together with other onsite and offsite improvements as permitted by the CMC, General Plan and this Agreement.

**1.29 “Hotel Site”** shall mean the portion of the Property retained by Developer after conveying the Dedication Area to the City.

**1.30 “Impact Fees”** shall mean impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City. Impact Fees do not include Processing Fees and Charges.

**1.31 “Inspections”** shall mean all field inspections and reviews by City officials during the course of construction of the Hotel Project and the processing of certificates of occupancy (permanent or temporary).

**1.32 “Litigation”** shall mean any action (including any cross-action) filed against the City and/or Developer initiated by a person, group of persons, or entity other than a Party to this Agreement to the extent such action challenges the validity of, or seeks any other remedy directly relating to, all or any part of the Project Approvals or this Agreement, including legal challenges brought by initiative or referendum.

**1.33 “Major Modification”** shall mean any amendment or modification to the Project Approvals that is either: (a) not a Minor Modification; or (b) inconsistent with this Agreement.

**1.34 “Minor Modification”** shall mean those amendment or modifications to the Project Approvals listed in Section 6.1.3 of this Agreement or otherwise determined to be consistent with this Agreement and shall be approved at the administrative level and that shall not require an amendment to this Development Agreement.

**1.35 “Ministerial Permits and Approvals”** shall mean the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City that do not require or allow the exercise of discretion by the City in order for Developer to implement, develop and construct the Hotel Project and the program to monitor the Mitigation Measures, including without limitation, building permits, public works permits, grading permits, encroachment permits and other similar permits and approvals which are necessary or desired by

Developer for implementation of the Hotel Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

**1.36** “**Mitigated Negative Declaration**” or “**MND**” shall mean the Mitigated Declaration adopted by the City Council with the approval of City Council Resolution No. 2016-1496 approving the Project.

**1.37** “**Mitigation Monitoring Program**” shall mean those certain MND mitigation measures which have been determined by the City to be applicable to the Hotel Project as part of the City Council’s approval of Resolution 2016-1496.

**1.38** “**Mortgagee**” shall have the meaning ascribed in Section 7.2 of this Agreement.

**1.39** “**Parties**” shall mean collectively Developer and the City.

**1.40** “**Party**” shall mean any one of Developer or the City.

**1.41** “**Permitted Mortgage**” shall have the meaning ascribed in Section 7.1 of this Agreement.

**1.42** “**Plaintiff**” shall mean any party initiating Litigation whether as plaintiff, petitioner or otherwise.

**1.43** “**Planning Commission**” shall mean the Planning Commission of the City and the planning agency of the City pursuant to Section 65867 of the California Government Code.

**1.44** “**Community Development Director**” shall mean the Director of Community Development for the City or his or her designee.

**1.45** “**Processing Fees and Charges**” shall mean all fees and charges duly adopted and imposed by the City on a uniform, non-discretionary basis on all development projects within the City to defray actual costs of processing entitlement applications. Processing Fees and Charges include, without limitation, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, certificates of occupancy and other similar permits. Processing Fees and Charges shall not include Impact Fees.

**1.46** “**Project Approvals**” shall mean the “Existing Development Approvals,” defined as the land use permits and entitlements issued by the City for the development of the Hotel Project on or before the effective date of the agreement, including City Council Resolution No. 2016-1496 and the Site Plan and Conditions of Approval, which are listed in Exhibit “D,” attached hereto and incorporated herein by this reference., and the “Future Development Approvals,” defined as any additional land use permits and entitlements issued by the City for the development of the Hotel Project on the Property after the effective date of this agreement and in accord with its terms and conditions.

**1.47** “**Property**” shall mean the real property located at 26300 Rondell Street and consisting of approximately 4.13 acres within the City which is owned by Developer and specifically described on Exhibit ”A” attached hereto.

**1.48** “**Public Works Director**” shall mean the Director of Public Works for the City of Calabasas.

**1.49** “**Public Parking Lot**” shall be the approximately one hundred fifty-two (152) parking space public parking lot, with curbs, driveways, lighting, landscaping and associated parking lot improvements, to be built on the Dedication Area, a portion of the Hotel Site, and the Rondell Parcel, more fully described in Section 3.3 of this Agreement.

**1.50** “**Remaining Property**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.51** “**Reserved Powers**” shall mean the right and authority to enact rules, regulations and ordinances after the Effective Date that may be in conflict with the Applicable Rules, but: (1) which prevent or remedy conditions which the City has found, based on substantial evidence, to pose a serious and imminent threat to the public health or safety; (2) are Uniform Codes; (3) are necessary to comply with state and federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date), including but not limited to rules, regulations and ordinances related to the City’s compliance with federal, state and county mandates under any National Pollutant Discharge Elimination System permit applicable to the City, or to comply with a court order or judgment of a state or federal court issued or imposed upon the City; (4) are expressly agreed to or consented to in writing by Developer; (5) are for the formation of assessment districts, Mello-Roos or community facilities districts, special districts, maintenance districts or other similar districts formed in accordance with applicable laws, provided, however, that Developer shall retain all its rights with respect to such districts pursuant to all applicable laws; or (6) are taxes. Reserved Powers shall also include the power to enact rules, regulations, ordinances and policies after the Effective Date that are not inconsistent with the Applicable Rules or with development of the Hotel Project as contemplated by this Agreement.

**1.52** “**Rondell Parcel**” shall mean the City-owned unimproved portion of Rondell Street adjacent to the Property as shown in Exhibit “C”.

**1.53** “**Taxes**” shall mean any pecuniary burden imposed for funding government purposes by the City generally upon the persons and entities within the City, without reference to peculiar benefits to particular individuals or property.

**1.54** “**Term**” shall mean that period of time during which this Agreement shall be in effect and shall bind the City and Developer as described in Section 9.2 below.

**1.55** “**Transfer**” shall mean any direct or indirect conveyance, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like, to any person or entity.

**1.56** “**Transferee**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.57** “**Transferred Property**” shall have the meaning ascribed in Section 8.3 of this Agreement.

**1.58** “**Uniform Codes**” shall mean those regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, or the Uniform Fire Code (including those amendments to the promulgated Uniform Code which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

## **2. RECITALS OF PREMISES, PURPOSE AND INTENT.**

### **2.1 Purpose of this Agreement.**

**2.1.1 Developer Objectives.** In accordance with the legislative findings set forth in the Development Agreement Act, Developer wishes to obtain reasonable assurances that the Public Parking Lot and the Hotel Project may be developed in accordance with the Applicable Rules, subject to the terms of this Agreement, the terms of the Project Approvals, and the City’s Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Hotel Project for the uses and to the density and intensity of development set forth in this Agreement. This Agreement, therefore, is necessary to assure Developer that the Hotel Project will not be (1) reduced in density, intensity or use; or (2) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Agreement, the terms of the Project Approvals, or the Reserved Powers.

**2.1.2 Mutual Objectives.** Development of the Hotel Project in accordance with this Agreement will provide for the orderly development of the Hotel Project and the Public Parking Lot in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Hotel Project will eliminate uncertainty in planning for and securing orderly development of the Hotel Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, expanded public parking facilities, and job creation. Additionally, although development of the Project in accordance with this Agreement will shift the risk of changes in the City’s land use or other relevant powers to the City, the Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents and to adequately protect the public health and safety. In exchange for these and other benefits to the City, Developer will receive assurances that the Hotel Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and Reserved Powers and subject to the terms and conditions of this Agreement.

**3. AGREEMENT AND ASSURANCES.**

**3.1 Agreement and Assurances on the Part of Developer.** In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in the Recitals and Section 2 of this Agreement, Developer hereby agrees as follows:

**3.1.1 Development of the Hotel Project.** Any development of the Developer during the Term of this Agreement must fully comply with the terms and conditions of this Agreement, all Applicable Rules, and the terms of the Project Approvals, including without limitation the Mitigation Monitoring Program and the Conditions of Approval.

**3.1.2 Real Property Transfer.** The Developer shall transfer its rights to the Dedication Area at no cost to the City pursuant to the terms of the Dedication Agreement attached as Exhibit "E" and incorporated herein by reference.

**3.1.3 Concentrated Development Rights.** In exchange for the Dedication Area, the City will by ordinance permit the concentration of development rights inherent in the Dedication Area on the remaining portion of the Property, allowing the Developer to construct the Hotel Project on the Property and preserving the Property's present maximum density and allowable developable square footage, as limited by the applicable floor-area ratio, site coverage, off-street parking, and pervious surface coverage requirements for the entire Property, as a concentrated development right for future use on the remaining portion of the Property after transfer of the Dedication Area to the City.

**3.1.4 Construction Timeline.** Subject to the occurrence of the close of escrow and transfer of the Dedication Area to the City pursuant to the Dedication Agreement, Developer agrees to commence construction of the Hotel Project within two years from the Effective Date of this Agreement. From the commencement of construction to completion of the Hotel Project, Developer shall not cease or suspend building or construction for any continuous period of time equal to or greater than 180 days for any reason other than for Enforced Delays described in Section 9.5 of this Agreement.

**3.2 Agreement and Assurances on the Part of the City.** In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in the Recitals and Section 2 of this Agreement, the City hereby agrees during the Term as follows:

**3.2.1 Entitlement to Develop.**

**3.2.1.1 Project Entitlement.** Developer is hereby granted the vested right to develop the Hotel Project on the Property subject only to the terms and conditions of this Agreement, the Applicable Rules, the Project Approvals, the Reserved Powers, and applicable federal and state law.

### **3.2.2 Changes in Applicable Rules.**

**3.2.2.1 Nonapplication of Changes in Applicable Rules.** Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, after the Effective Date, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Manager, City Council, Planning Commission or City Agency, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Hotel Project and which would conflict with the Applicable Rules or this Agreement, shall not be applied to the Hotel Project unless such changes represent an exercise of the City's Reserved Powers or are otherwise expressly allowed by this Agreement.

**3.2.2.2 Changes in Uniform Codes.** Notwithstanding any provision of this Agreement to the contrary, construction of the Hotel Project shall comply with changes occurring from time to time in the Uniform Building Code, Uniform Fire Code and other Uniform Codes pursuant to the Reserved Powers.

**3.2.2.3 Changes Mandated by Federal or State Law.** This Agreement shall not preclude the application to the Hotel Project of changes in, or additions to, the Applicable Rules that are mandated by federal or state law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only to such extent as may be necessary to comply with such state or federal laws or regulations.

**3.2.2.4 Special Taxes and Assessments.** Developer hereby waives all rights to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos or community facilities districts, maintenance districts or other similar districts that may be necessitated by development of the Hotel Project.

**3.2.2.5 Monitoring Impacts; Corrective Measures.** Notwithstanding anything in this Agreement to the contrary, City shall have the right to monitor Hotel Project impacts to trees, traffic, and water quality as described in the Project Approvals and to prescribe corrective measures or impose changes to the Project Approvals to the extent therein provided.

**3.2.3 Agreed Changes and Other Reserved Rights.** This Agreement shall not preclude changes to the Applicable Rules which are mutually agreed to in writing by Developer and the City and other changes to the Applicable Rules resulting from an exercise of the Reserved Powers.

**3.2.4 Permit Requirements.** The City shall not require Developer to obtain any approvals or permits for the development of the Hotel Project in accordance with this Agreement other than those permits or approvals which are required by this Agreement, the Applicable Rules or the Reserved Powers, specified in the Hotel Project Approvals, or specifically required by Section 3.2.3.

**3.2.5 Effective Development Standards.** The City agrees that it is bound to permit the Hotel Project uses, intensity of use, and density of the Hotel Project allowed by the Project Approvals, subject to this Agreement. Moreover, the City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action which must be issued by the City in order for the Hotel Project to proceed, provided that Developer reasonably and satisfactorily complies with all City-wide standard procedures and policies of the City for processing any such Discretionary Action, pays any applicable Processing Fees and Charges and generally complies with City-wide standard policies of the City for processing applications for Discretionary Actions. The City shall cooperate in processing any further Discretionary Actions requested by Developer which are reasonably necessary for successful implementation of the Project as contemplated by this Agreement and the Project Approvals.

**3.2.6 City's Consideration and Approval of Requested Changes in the Project.** The City acknowledges that Developer may in the future desire to change or modify the precise location, configuration, size and height of proposed buildings or other facilities and the mix of proposed uses after the Effective Date of this Agreement. The City shall cooperate in reviewing such changes and shall not impose conditions on its approval of such changes other than the conditions of the Project Approvals and the Mitigation Monitoring Program; provided, however, that: (i) such changes comply with the development standards set forth in the Applicable Rules; (ii) such changes do not result in new significant environmental impacts beyond the impacts studied in the MND, or do not substantially increase the severity of impacts previously identified in the MND; and (iii) are consistent with the Applicable Rules. No change to the Project which is consistent with the Applicable Rules shall require an amendment to this Agreement, and, in the event any change in the Hotel Project is approved, the references in this Agreement to the Hotel Project or applicable portion thereof shall be deemed to refer to the Hotel Project as so changed. To the extent permitted by the Applicable Rules, including the standard appeal and review procedures, any changes to the Hotel Project shall be reviewed at an administrative level without the necessity of approval by any City board or commission or the City Council.

**3.2.7 Interim Use.** The City agrees that, pending build-out of the Hotel Project, Developer may use the Property during the Term for existing Developer uses and for such other temporary uses as the City may allow from time to time pursuant to Project Approvals and Applicable Rules.

**3.2.8 Moratoria.** In the event an ordinance, resolution or other measure is enacted following the Effective Date, whether by action of the City, by initiative, or otherwise, which relates to the rate, amount, timing, sequencing or phasing of the development or construction of the Hotel Project on all or any part of the Property or the implementation or construction of the Mitigation Monitoring Program and the conditions of the Project Approvals, the City agrees that such ordinance, resolution or other measure shall not apply to the Hotel Project, the Property or this Agreement, unless such changes are adopted pursuant to the City's exercise of its Reserved Powers or other applicable provision of this Agreement.

**3.2.9 Standard City Services.** The City agrees to provide generally applicable standard municipal services to the Hotel Project upon the same terms as provided elsewhere in the City.

**3.2.10 Impact Fees.** Impact Fees imposed by the City with respect to the Hotel Project shall be only those Impact Fees in force and duly adopted from time to time. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (i.e. Developer district impact fees pursuant to Government Code Section 65995). The City agrees that the construction cost of public improvements installed pursuant to the Mitigation Measures and/or any conditions of the Project Approvals for which Developer paid more than its prorata share shall be credited against any applicable Impact Fees which relate to the type of improvement installed, to the extent of the cost in excess of Developer's pro-rata share.

### **3.3 Public Parking Lot.**

**3.3.1 Development.** The City shall construct the Public Parking Lot on the Dedication Area and the Rondell Parcel designed by the Public Works Director, in consultation with the Developer, and consistent with this Agreement, the Applicable Rules, and the Project Approvals. Construction of the Public Parking Lot shall be complete within 180 working days of the commencement of construction of the Public Parking Lot. The Director of Public Works for the City of Calabasas and the Community Development Director shall approve the design and specifications for the Public Parking Lot. The Public Parking Lot will consist of approximately one hundred and fifty-two (152) parking spaces with curbs, driveways, lighting, landscaping and associated parking lot improvements. The City and Developer agree that the City's Project Manager (as defined herein) and the Developer's Project Manager (as defined herein) shall cooperate on developing a written site availability and construction schedule, including the specific date of commencement for construction of the Public Parking Lot which shall be within three months of conveyance of the Dedication Area to the City, and construction staging and management plan governing construction of the Public Parking Lot, complying with the timeline set in this section and Section 3.1.4.

**3.3.2 Maintenance of Public Parking Lot.** The City and Developer shall jointly maintain the Public Parking Lot for the Term of this Agreement, with costs and responsibilities divided as follows: (i) Developer shall be responsible for periodic sweeping, emptying of trash receptacles and trash removal as often as necessary to keep the Public Parking Lot generally clean consistent with or exceeding the standard of cleanliness generally prevailing at City-owned parking lots throughout the City; and (ii) City shall be responsible for all other maintenance, repair and replacement as needed to maintain the Public Parking Lot (including but not limited to paving, striping, curbs, fencing, landscape, walkways, lighting and hardscape) in a good and attractive condition at or exceeding the prevailing standard of maintenance and repair at City-owned public parking lots throughout the City. The Developer shall submit a maintenance plan, specifying the planned maintenance activities, schedules, and funding sources, to the Public Works Director for review and approval. The Public Parking Lot maintenance plan must be approved by the Public Works Director before issuance of a

Certificate of Occupancy for the Hotel Project. Once approved, the Developer and City must comply with the provisions of the Public Parking Lot maintenance plan.

**3.3.3 Public Parking Lot Access.** Upon completion of the Public Parking Lot, the City will open the Public Parking Lot for 24-hour public access, 7 days per week, 365 days per year. All spaces shall be open to the general public for vehicular parking on a first-come, first served basis, subject to regulations adopted by the City to control or prohibit uses which may pose a nuisance or be inconsistent with the purposes of this Agreement, e.g. long-term parking, parking of RVs and large trucks, people living in cars, abandoned vehicles, vehicle repairs, and other activities inconsistent with the purpose of the Public Parking Lot. The Developer and employees and guests of the hotel to be constructed as part of the Hotel Project will be entitled to use the Public Parking Lot on the same terms as every other member of the public, including for overnight parking. The City shall post signs in the Public Parking Lot indicating that it is open to any member of the public for purposes of parking their vehicle. The plans and design for these signs shall be approved by the Community Development Director and the Public Works Director before installation.

**3.4 Amendments to Project Approvals.** All the conditions of the Project Approvals remain in full force and effect, except those expressly modified by this section, including the following:

**3.4.1** Condition No. 9. Condition number 9 of the Project Approvals is void pursuant to this Agreement.

**3.4.2** Condition No. 21. Condition number 21 of the Project Approvals is void pursuant to this Agreement.

**3.4.3** Condition No. 39. Condition number 39 of the Project Approvals is void pursuant to this Agreement.

**3.4.4** Condition No. 40. Condition number 40 of the Project Approvals is void pursuant to this Agreement.

**3.4.5** Condition No. 41. Condition number 41 of the Project Approvals is void pursuant to this Agreement.

**3.4.6** Condition No. 43. Condition number 43 of the Project Approvals is void pursuant to this Agreement.

**3.4.7** Condition No. 46. Condition number 46 of the Project Approvals is void pursuant to this Agreement.

**3.4.8** Condition No. 47. Condition number 47 of the Project Approvals is void pursuant to this Agreement.

**3.4.9** Condition No. 48. Condition number 48 of the Project Approvals is void to the extent it requires the Developer to install signs and plant trees on Property it conveys to

the City pursuant to this Agreement. Developer remains obligated to plant trees on the Hotel Site and adjacent Santa Monica Mountains Conservancy lands as required by Condition No. 48.

**3.4.10** Condition No. 49. Condition number 49 of the Project Approvals is void pursuant to this Agreement.

**3.4.11** Condition No. 50. Condition number 50 of the Project Approvals is void pursuant to this Agreement.

**3.4.12** Condition No. 51. Condition number 51 of the Project Approvals is void pursuant to this Agreement.

**3.4.13** Condition No. 52. Condition number 52 of the Conditions of Approval is void pursuant to this Agreement.

**3.4.14** In lieu of the prior conditions of Project Approvals voided pursuant to paragraphs 3.4.1 through 3.4.12 above, City hereby imposes as a condition of regulatory approval on Developer's Project the requirement that Developer perform the work of improvement defined herein as the Public Parking Lot, and Developer's Hotel Project shall not be opened or operated for hotel guests unless and until the Public Parking Lot has been completed and is operational. Pursuant to the terms and conditions of this Agreement and in consideration of each party's promises to each other, Developer is delegating to the City, and the City is agreeing to pay for and undertake, the completion of the Public Parking Lot in satisfaction of this condition of approval.

**3.5 Entitlements, Permits and Inspections.** The City and Developer have agreed on the following provisions to expedite development of the Hotel Project:

**3.5.1 Project Managers.** If jointly agreed to by the Parties in order to facilitate the expeditious completion of the Public Parking Lot Project, the City shall select a City Project Manager for the Public Parking Lot Project and the Developer shall select a Developer Project Manager for the Hotel Project. The Project Managers will be the primary designees for their respective Party, responsible for coordinating all processing of Ministerial Permits and Approvals and all Discretionary Actions, if any, for the Project. Each Party agrees to consult with the other Party as to its proposed selection of its Project Manager, and in good faith to take into consideration the other Party's comments regarding the selection; provided that the selection of its Project Manager shall be made by each Party in its sole discretion. Each Party will endeavor to maintain reasonable consistency with respect to the Project Manager assigned to the Public Parking Lot Project through the completion of each phase of the Public Parking Lot and Hotel Projects, subject to employee performance criteria and operational requirements. Each Party agrees to assist in the efforts of the other Party's Project Manager by promptly providing information reasonably requested by the other Party or the other Party's Project Manager, in order to clarify an application or to otherwise facilitate processing of an application.

**3.5.2 Time Limits and Extensions.** If Developer commences and proceeds with the Project within the time required by provisions of this Agreement, any permit or

entitlement granted by City for the Hotel Project shall not expire and shall not become void pursuant to CMC Section 17.64.050(A) or any other provision. If Developer fails to commence or complete the Hotel Project within the time required by this Agreement, then unless otherwise extended by the Community Development Director for up to one additional year or by an amendment to this Agreement, all permits and entitlements granted by the City for the Hotel Project shall expire and become void 90 days following City's delivery to Developer of written notice of such failure, if the failure remains uncured at the end of such 90 days.

**3.5.3 Processing Fees and Charges.** Developer shall pay all Processing Fees and Charges in effect from time to time for Discretionary Actions, Discretionary Approvals, or Ministerial Permits and Approvals and Inspections for the Hotel Project.

**3.5.4 Timeframes and Staffing for Processing and Review.** In recognition of the importance of timely review and approval of Ministerial Permits and Approvals and Inspections, the Project Managers will work together to prevent unnecessary delays in reviewing and processing such Ministerial Permits and Approvals, Inspections, and Discretionary Actions.

**3.5.5 Permits and Approvals by Other Agencies.** The City shall assist and cooperate with Developer, to the extent such assistance and cooperation is requested by Developer, in obtaining permits and approvals from Government Agencies other than the City. Except as may be permissible pursuant to the City's Reserved Powers, the City shall not oppose or otherwise attempt to prevent issuance of any permit or approval from another Government Agency.

**3.5.6 Permit/Approval Dispute Resolution.** The Parties agree to establish and utilize the dispute resolution proceedings as set forth in this section to fairly and expeditiously resolve disputes or questions related to interpretation of the Project Approvals and the Ministerial Permits and Approvals during the Term. In the event of a dispute or question of interpretation regarding any Project Approvals or any Ministerial Permits and Approvals which cannot be resolved by the City Project Manager and the Developer Project Manager, upon the request of either Party, the City Project Manager and the Developer Project Manager shall meet and confer with the City Manager, or the designee of the City Manager if the City Manager is absent. Such meeting shall occur within five (5) business days following the request by either Party for such meeting. In the event that the City Manager is unable to resolve the dispute or question of interpretation within five (5) additional business days following such meeting, the Parties shall be entitled to pursue additional remedies as provided by Section 9.4 below. Nothing herein expands the authority of the City Manager, if any, to overrule determinations of the City Engineer, Chief Building Official, Fire Chief and/or other City officials and/or City Agencies as provided by the CMC or other applicable law.

**3.5.7 Environmental Review.** The City has conducted extensive environmental review of the Hotel Project and has adopted the MND pursuant to the requirements of CEQA. The Ministerial Permits and Approvals are not actions subject to requirements for further environmental review pursuant to CEQA. The City further agrees to use its best efforts to consult with Developer regarding any Discretionary Actions applicable to

the Project and, to the extent additional CEQA review is legally required for any subsequent Discretionary Action, to avoid any unnecessary or unreasonable delays due to requirements for additional documentation pursuant to CEQA.

**3.5.8** If the City determines, on the basis of substantial evidence in the light of the whole record, that any one or more of the following circumstances have arisen then a subsequent environmental impact report or negative declaration shall be prepared:

**3.5.8.1** Substantial changes are proposed in the Hotel Project which will require major revisions of the MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects;

**3.5.8.2** Substantial changes occur with respect to the circumstances under which the Hotel Project is undertaken which will require major revisions of the previous MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

**3.5.8.3** New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was certified as complete reveals any of the following:

(1) The Hotel Project will have one or more significant effects not discussed in the MND;

(2) Significant effects previously examined will be substantially more severe than shown in the MND;

(3) Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Hotel Project, but Developer declines to adopt the Mitigation Measures or alternatives; or

(4) Mitigation Measures or alternatives which are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment.

**3.5.9** A subsequent MND or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072 of the CEQA Guidelines. A subsequent MND or negative declaration shall state where the previous document is available and can be reviewed.

#### **4. ANNUAL REVIEW.**

**4.1 Annual Review.** During the Term of this Agreement, Developer shall submit and the City shall receive an Annual Review of Developer's compliance with this Agreement on the anniversary of the Effective Date of this Agreement. Such Annual Review shall be limited in scope to determining Developer's good faith compliance with the provisions of this Agreement

as provided in the Development Agreement Act and Section 17.68.060 of the Enabling Ordinance. The City shall analyze whether any state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement. It shall be Developer's burden to demonstrate to the Community Development Director or his/her designee such good faith compliance to the full satisfaction of, and in a manner prescribed, by the City. The Community Development Director's determination of compliance shall not be unreasonably withheld. The Developer shall pay appropriate fees to cover the costs of the City's Annual Review, limited to \$1,000 per year. As set forth in Section 9.4 of this Agreement, the Developer may appeal to the City Council any determination by the Community Development Director that the Developer has not in good faith complied with the provisions of this Agreement as provided in the Development Agreement Act and Section 17.68.060 of the Enabling Ordinance, or that state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement.

**4.2 Termination or Modification of Agreement.** In the event the City Council determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms of this Agreement, and that such non-compliance has not been cured, following written notice thereof to the Developer, within the time period specified in Section 5.1.2 below, the City may, after a noticed public hearing, terminate this Agreement or modify this Agreement as reasonably necessary to address such non-compliance. Notwithstanding any other provision of this Agreement, and except as may be necessary pursuant to Section 4.4 below and/or California Government Code Section 65869.5, the City shall not have any right to modify the Agreement without the consent of Developer. If the Community Development Director determines that, pursuant to California Government Code Section 65869.5, any state or federal laws enacted after the Effective Date of this Agreement prevent or preclude compliance with any provisions of this Agreement, the Community Development Director and the Developer shall first negotiate in good faith to mutually agree upon the language and scope of any modification or suspension of the Agreement necessary to comply with Section 65869.5. If the Developer does not consent to the Community Development Director's proposed language and scope of any modification or suspension of the Agreement necessary to comply with Section 65869.5, then the Developer shall have the right to be heard by the City Council on the matter as set forth in Section 9.4 of this Agreement.

**4.3 Judicial Review and Specific Performance is Sole Remedy.** The Developer shall have the right to seek judicial review of any final termination, suspension, or modification decision by the City in conjunction with an annual review. The Parties agree that specific performance (or writ of mandate for performance of a required act) shall be the sole available and appropriate remedy for Developer under this Agreement, and Developer shall not seek monetary damages from the City under this Agreement or under any otherwise applicable legal basis for monetary damages. Notwithstanding the foregoing sentence or the last two sentences of Section 5.2.2 below, where this Agreement expressly provides for the payment of money by the City to Developer, e.g. recoupment of self-help expenditures under Section 5.2.3 below and indemnification under Section 9.9.4 below, Developer may obtain a monetary judgment requiring City to make the payment, but Developer shall not obtain any other damages (consequential, punitive, lost profit, delay, or otherwise) from the City hereunder.

**5. DEFAULT PROVISIONS.**

**5.1 Default by Developer.**

**5.1.1 Default.** In addition to the annual review process set forth in Section 4, in the event Developer does not perform its obligations under this Agreement in a timely manner, the City also shall have the right to terminate this Agreement, in addition to any other rights in law or equity.

**5.1.2 Notice of Default.** With respect to a default pursuant to this Agreement, the City through the Community Development Director shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 9.12, identifying with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of default, Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) promptly not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Developer shall diligently pursue such remedy at all times until such default(s) is cured.

**5.1.3 Failure to Cure Default Procedure.** If after the cure period has elapsed, the Community Development Director finds and determines that Developer has not cured the default pursuant to this Section 5.1, Developer shall be entitled to appeal that finding and determination to the City Council in accordance with Section 9.4. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

**5.1.4 Termination or Modification of Agreement.** In the event the City Council determines on the basis of substantial evidence that Developer has not cured any such defaults, the City Council may terminate this Agreement or modify it in a manner acceptable to Developer. Notwithstanding any other provision of this Agreement, and except as may be necessary pursuant to California Government Code Section 65869.5, the City shall not have any right to modify this Agreement without the written consent of Developer. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5, 65868, and 65869.5 irrespective of whether an appeal is taken as provided in Section 9.4.

**5.1.5 Specific Performance.** Except as provided in this Section 5.1, the City shall have no right to seek a remedy of specific performance for any default by Developer pursuant to this Agreement. Further, in the event of an abandonment of the Hotel Project, City shall not be entitled to seek specific performance to compel completion of the Hotel Project. The City's right to specific performance shall be limited to: (i) compelling Developer, at the election of the City in its sole discretion, to demolish any partially-constructed offsite improvements on public property initiated in connection with the Hotel Project; and (ii) compelling Developer, at the election of Developer in its sole discretion, to either complete, demolish or make safe and secure any partially-constructed improvements located on the Property. Nothing in this Section 5.1 shall limit the City's right to enforce all applicable

provisions of this Agreement, the Applicable Rules, Uniform Codes and Project Approvals for any portion of the Project then or thereafter constructed and not abandoned. Further, the Parties agree to cooperate in pursuing an expedited process for any actions in specific performance permitted by this Agreement.

## **5.2 Default by the City.**

**5.2.1 Default and Notice of Default.** In the event the City does not accept, process or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefor, or the City otherwise defaults under the provisions of this Agreement, in addition to the dispute resolution process set forth in Section 3.5.6, Developer shall have only those rights and remedies provided herein which shall include compelling the specific performance of the City's obligations under this Agreement. With respect to a default pursuant to this Agreement, Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure in any event not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

**5.2.2 Specific Performance.** Both Parties agree and recognize that, as a practical matter, it will not be feasible physically, financially and as a matter of land use planning, to restore the Property to its prior state once the Project is commenced. Moreover, Developer has invested a considerable amount of time and financial resources in planning to arrive at the kind, location and intensity of use and improvements for the Project. For these reasons, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for this work nor calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the Parties agree that monetary damages shall not be an adequate remedy for Developer if the City should be determined to be in default under this Agreement. The Parties further agree that specific performance (or writ of mandate for performance of a required act) shall be the sole available and appropriate remedy for Developer under this Agreement, and Developer shall not seek monetary damages in the event of a default by the City under this Agreement or under any otherwise applicable legal basis for monetary damages. In no event will the City or its officers, agents, or employees, be liable for damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to Developer for a default under this Agreement by the City shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

**5.2.3 Self-Help.** Notwithstanding anything to the contrary in paragraph 5.2.2 above, Developer shall have (and City hereby grants a right of entry to Developer over the Dedication Area to accomplish) a limited self-help remedy as provided in this paragraph. In the event that following City's acquisition of the Dedication Area, the City defaults in commencing or completing the Public Parking Lot as required by Section 3.3.1 above, and the default

continues uncured after notice to the City and expiration of the applicable cure period under Section 5.2.1 above, then Developer may elect to engage a licensed contractor and enter onto the Dedication Area to proceed with construction of the Public Parking Lot in accordance with the approved plans and applicable law. Developer shall give the City at least ten days' prior written notice of such election prior to commencing work. The costs incurred by Developer in proceeding with construction of the Public Parking Lot under this paragraph shall initially be paid by Developer, but Developer shall be entitled to bring a court action to recover solely its reasonable expenditures incurred in construction of the Public Parking Lot from the City. Developer shall have no right to recover further monies beyond the reasonable expenditures incurred in construction of the Public Parking Lot from the City, including any consequential, punitive, lost profit, delay, or other damages.

**5.3 Termination for Failure of Conditions Precedent to Occur.** If the Conditions Precedent set forth in Sections 3, 4, and 5 of the Dedication Agreement as necessary precedents to the transfer of the Dedication Area from Developer to City have not been satisfied by December 31, 2018, then this Agreement shall terminate. In that event, the Existing Development Approvals shall remain valid and shall expire one year after the termination date if not exercised or extended by the Community Development Director under the provisions of Calabasas Municipal Code section 17.64.050.

## **6. AMENDMENT.**

**6.1 Amendment of Project Approvals.** The Project Approvals from time to time may be amended or modified in the following manner:

**6.1.1 City's Consideration and Approval of Requested Changes in the Hotel Project.** The City acknowledges that Developer may in the future desire to change or modify the precise location, configuration, size, and height of proposed buildings or uses and/or the types and mix of proposed uses after the Effective Date of this Agreement based upon more precise planning, changes in market demand, the availability of funding, changes in development occurring in the vicinity, and similar factors. The City shall cooperate in reviewing such changes and shall not impose additional conditions on its approval of Minor Modifications as defined herein. In the event any change in the Hotel Project is approved, the references in this Agreement to the Hotel Project or applicable portion thereof shall be deemed to refer to the Hotel Project as so changed. To the extent permitted by the Applicable Rules, including the standard appeal and review procedures, any changes to the Hotel Project shall be reviewed at an administrative level without the necessity of approval by any City board or commission or the City Council.

**6.1.2 Administrative Amendments.** Upon the written request of Developer, the Community Development Director or his or her designee shall determine: (1) whether the requested amendment or modification is a Minor Modification, as defined herein or as may be determined by the Community Development Director in his or her reasonable discretion if the amendment or modification is not listed as a Minor Modification; and (2) whether the requested amendment or modification is consistent with this Agreement. If the Community Development Director finds that the amendment or modification is both minor and consistent with this

Agreement, the amendment or modification shall be determined to be an “**Administrative Amendment**,” and the Community Development Director shall approve the Administrative Amendment without notice or public hearing, and this Agreement and its pertinent exhibits shall be automatically amended without further action by the Parties.

**6.1.3 Minor Modifications.** Minor modifications are those requested changes in the project that shall be approved at the administrative level and that shall not require an amendment to this Development Agreement. Minor Modifications include, but are not limited to:

- Ministerial Permits and Approvals;
- Changes that do not result in new significant environmental impacts beyond the impacts studied in the MND;
- Changes that do not substantially increase the severity of impacts previously identified in the MND;
- Change that are consistent with the Applicable Rules;
- Extensions of the Term pursuant to Section 9.3 of this Agreement; or
- Changes that result in less than a 5% increase in any previously-studied environmental impact or development activity.

**6.1.4 Non-Administrative Amendments.** Any request by Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor; or (2) inconsistent with this Agreement, shall be considered a “**Major Modification**” and shall be subject to review, consideration and action pursuant to the Applicable Rules and this Agreement, and shall be reflected in an amendment to this Agreement and/or its pertinent exhibits pursuant to Section 6.2 of this Agreement.

## **6.2 Amendment of this Agreement.**

**6.2.1 Generally.** This Agreement may be amended from time to time, in whole or in part, by mutual consent of the original Parties or their successors in interest, in accordance with this Agreement and Sections 65867, 65867.5 and 65868 of the Government Code. If any proposed amendment purports to change the overall intensity of development or revise approved land uses, such amendment shall be consistent with the General Plan in effect as of the date of such amendment. If State law requires that amendments to a development agreement be conditioned upon consistency with the General Plan, the provisions of the amendment shall be made consistent with the General Plan.

**6.2.2 Administrative Amendments.** Notwithstanding Section 6.2.1 above, any amendment to this Agreement which does not relate to the Term, uses other than those permitted by the Applicable Rules, provisions for reservation and dedication of land or changes to any condition set forth in the Project Approvals may be determined by the Community

Development Director to be an Administrative Amendment, and if so, shall be processed pursuant to Section 6.1.1 above.

## 7. MORTGAGEE PROTECTIONS.

**7.1 Encumbrance of Developer's Interest.** Developer shall have the right to encumber and/or collaterally assign or grant a security interest in Developer's right, title and interest in, to and under this Agreement and the Property pursuant to one or more mortgages ("Permitted Mortgage"), provided that each such Permitted Mortgage is given for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, or for financing the construction of the Hotel Project thereon, and/or any other expenditures reasonably necessary and appropriate to develop the Hotel Project in accordance with this Agreement.

**7.2 Mortgagee Protections.** Provided that any mortgagee or beneficiary under a Permitted Mortgage ("Mortgagee") provides the City with a conformed copy of each Permitted Mortgage which contains the name and address of such Mortgagee, the City hereby covenants and agrees to faithfully perform and comply with the following provisions with respect to such Permitted Mortgage:

**7.2.1 No Material Modification.** No agreement between the Developer and the City to cancel, surrender or materially modify the terms of this Agreement, except for Administrative Amendments, or the provisions of this Article 7 shall be binding upon a Mortgagee without its prior written consent. Nothing in this Article 7 shall be construed to limit the City's rights under this Agreement to terminate this Agreement under the circumstances and according to the procedures for such termination set forth in this Agreement.

**7.2.2 Notices.** If the City shall give any Notice of Default to Developer hereunder, the City shall simultaneously give a copy of such Notice of Default to the Mortgagee at the address theretofore designated by the Mortgagor. No Notice of Default given by the City to Developer shall be binding upon or affect said Mortgagee unless a copy of said Notice shall be given to Mortgagee pursuant to this Section 7.2. In the case of an assignment of such Permitted Mortgage or change in address of such Mortgagee, said assignee or Mortgagee, by written notice to the City, may change the address to which such copies of Notices are to be sent. The City shall not be bound to recognize any assignment of such Permitted Mortgage unless and until the City shall be given written notice thereof, a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Mortgagee hereunder with respect to the Permitted Mortgage being assigned. If such Permitted Mortgage is held by more than one person, corporation or other entity, no provision of this Agreement requiring the City to give notices or copies thereof to said Mortgagee shall be binding upon the City unless and until all of said holders shall designate in writing one of their number to receive all such notices and copies thereof and shall have given to the City an original, executed counterpart of such designation.

**7.2.3 Performance of Covenants.** Any Mortgagee shall have the right to perform any term, covenant or condition and to remedy any default by Developer hereunder

within the time periods specified herein, and the City shall accept such performance with the same force and effect as if furnished by Developer; provided, however, that said Mortgagee shall not thereby or hereby be subrogated to the rights of the City.

**7.2.4 Default by the Developer; Notice of Termination to Mortgagee.** In the event of a default by Developer which has not been cured by Developer or as to which there is no cure period hereunder, the City agrees not to terminate this Agreement: (1) unless and until the City provides written notice of such default to any Mortgagee and such Mortgagee shall have failed to cure such Default within ninety (90) business days after the later of delivery of such notice or expiration of any applicable Developer cure period; and (2) as long as:

**7.2.4.1** In the case of a default which cannot practicably be cured by the Mortgagee without taking possession of the Property (which defaults shall not include defaults “not susceptible of being cured” as defined below): (1) the Mortgagee has delivered to the City, prior to the date on which the City shall be entitled to give notice of termination, a written instrument wherein the Mortgagee unconditionally agrees that (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) it will commence and diligently pursue cure of such default promptly following its obtaining possession and; (2) said Mortgagee shall proceed diligently to obtain possession of the Property (including possession by receiver) (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) and, upon obtaining such possession, shall proceed diligently to cure such default; and 3) said Mortgagee has delivered to the City, prior to the date on which the City shall be entitled to give notice of termination, a written instrument wherein the Mortgagee unconditionally agrees that the Mortgagee will preserve and maintain the use of the Property as a Developer subject to the terms and conditions of this Agreement; and

**7.2.4.2** In the case of a default which is not susceptible to being cured by the Mortgagee, the Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) (unless in the meantime it shall acquire Developer’s right, title and interest hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure) and upon such completion of acquisition or foreclosure such default shall be deemed to have been cured.

The Mortgagee shall not be required to obtain possession or to continue in possession as Mortgagee of the Property pursuant to Subsection 7.2.4.1 above, or to continue to prosecute foreclosure proceedings pursuant to Subsection 7.2.4.2 above, if and when such default shall be cured prior to the Mortgagee taking possession of the Property. Nothing herein shall preclude the City from exercising any of its rights or remedies with respect to any other default by Developer during any period of such forbearance, but in such event the Mortgagee shall have all of its rights provided for herein. If the Mortgagee, its nominee or a purchaser in a foreclosure sale, shall acquire title to Developer’s right, title and interest hereunder and shall cure all defaults which are susceptible of being cured by the Mortgagee or by said purchaser, as the case may be, then prior defaults which are not susceptible to being cured by the Mortgagee or by said purchaser shall no longer be deemed defaults hereunder.

References herein to defaults which are “not susceptible of being cured” by a Mortgagee or purchaser (or similar language) shall not, except as provided below, be deemed to refer to any default which the Mortgagee or purchaser is not able to cure because of the cost or difficulty of curing such default, but rather shall be deemed to refer only to defaults specifically relating to the identity of the Developer which by their nature can be cured only by the Developer (such as the owner’s bankruptcy/dissolution event or an owner control change).

**7.2.5 Foreclosure.** Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in a Permitted Mortgage, or any conveyance of the Hotel Project from Developer to a Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of the City or constitute a breach of any provision of, or a default under, this Agreement, and upon such foreclosure, sale or conveyance the City shall recognize the purchaser or other transferee in connection therewith as Developer hereunder, provided that such purchaser or transferee assumes, subject to the terms of Section 7.2.4 above, each and all of the obligations of Developer hereunder pursuant to an assumption agreement satisfactory to the City. If the Mortgagee takes possession of the Property, the Mortgagee shall be subject to the Transfer restrictions and procedures set forth in Article 8 of this Agreement.

**7.2.6 No Obligation to Cure.** Except as set forth herein, nothing herein contained shall require any Mortgagee to cure any default of Developer referred to above.

**7.2.7 Form of Notice.** Any Mortgagee under a Permitted Mortgage shall be entitled to receive the notices required to be delivered to it hereunder, provided that such Mortgagee shall have delivered to each party a notice substantially in the following form:

The undersigned, whose address is \_\_\_\_\_, does hereby certify that it is the Mortgagee (as such term is defined in that certain Development Agreement dated as of \_\_\_\_\_, 2017 between Rondell Oasis, LLC and the City of Calabasas (“**Development Agreement**”) of the parcel of land described on Exhibit “A,” attached hereto, which parcel is owned by Rondell Oasis, LLC, a party to the Development Agreement (“**Party**”). In the event that any notice shall be given of a default of the Party under the Development Agreement, a copy thereof shall be delivered to the undersigned who shall have the rights of a Mortgagee to cure the same, as specified in the Development Agreement. Failure to deliver a copy of such notice shall in no way affect the validity of the notice to the Party, including the commencement of any cure periods applicable to the undersigned, until actually received by the undersigned.

**7.2.8 Estoppel Certificate.** The City shall execute an estoppel certificate in form and substance reasonably satisfactory to the Mortgagee at the time of the initial advance in connection with construction financing and from time to time thereafter, upon the reasonable

request of the Mortgagee. This estoppel certificate can be administratively issued by the Community Development Director if it is in the form required by Section 9.10.

**7.2.9 Limitation of Liability.** Upon acquiring title to the Property or any portion thereof, said Mortgagee's obligations or liabilities to the City, if any, shall be limited to the terms of this Agreement. If said Mortgagee acquires only a portion of the Property, Mortgagee's obligations under this Agreement shall be limited to those applicable to the portion of the Property acquired by the Mortgagee. Mortgagee shall be released and relieved of any obligation or liability under the Agreement and under any other document entered into in connection therewith upon the assignment of Mortgagee's rights upon or subsequent to foreclosure of its collateral or acquisition in lieu of foreclosure, provided that such assignee accepts in a manner and form acceptable to the City all the transferring Mortgagee's rights and obligations under this Agreement.

**7.2.10 Further Assurances.** The City and Developer agree to cooperate in including in this Agreement, by suitable amendment, any provision which may be reasonably requested by any Mortgagee or any proposed Mortgagee for the purpose of (i) more fully or particularly implementing the mortgagee protection provisions contained herein; and (ii) allowing such Mortgagee reasonable means to protect or preserve the security interest of the Mortgagee in the collateral, including its lien on the Property and the collateral assignment of this Agreement; provided, however, in no event shall the City be obligated to modify any of the Developer's obligations or the City's rights under this Agreement in any manner not already contemplated in this Article 7.

## **8. ASSIGNMENT.**

**8.1 Restrictions on Transfer.** The Parties acknowledge and agree that the City is relying upon the resources and experience of Developer to help assure that the City will receive the anticipated benefits of the Hotel Project as expressed in the recitals to this Agreement. Except as provided in this Section 8, prior to build-out of the Hotel Project, Developer shall not be entitled to "Transfer" the Property or any of its rights or obligations hereunder without the written consent of the City, which consent may not be unreasonably withheld or delayed. City shall not be entitled to Transfer the Dedication Area or any of its rights or obligations hereunder without the written consent of the Developer, which consent may not be unreasonably withheld or delayed. For the purposes of this Section, the term "**Transfer**" means any direct or indirect conveyance, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like, to any person or entity.

**8.2 Notice.** At least thirty (30) days prior to any Transfer, Developer shall provide written notice to the City describing the nature of the Transfer, the identity of the proposed transferee, and the asset proposed to be transferred. In the event of any Transfer by Developer, all references in this Agreement to Developer shall thereafter also be deemed to refer to such successor or assign with respect to the interest transferred.

**8.3 Effectuation of Transfers.** If all or any portion of the Property is transferred by the Developer ("**Transferred Property**") to any person or entity ("**Transferee**") the Transferee

shall succeed to all of Developer's rights and obligations under this Agreement regarding the Transferred Property. The City shall be a necessary party to the effectiveness and validity of all Transfers pursuant to a written assignment and assumption agreement ("**Assignment Agreement**"). Thereafter, a default under this Agreement by Developer regarding that portion of the Property other than the Transferred Property ("**Remaining Property**") shall be considered a default by the Developer and shall not be considered or acted upon by City as a default by the Transferee regarding the Transferred Property and shall not affect the Transferee's rights or obligations regarding the Transferred Property. Likewise, a default by a Transferee relating to the Transferred Property be considered a default by the Transferee and shall not be considered or acted upon by the City as a default by the Developer regarding the Remaining Property and shall not affect the Developer's rights and obligations regarding the Remaining Property.

**8.4 Allocation.** The Parties acknowledge that in the event of a Transfer of a portion of the Property, Developer shall have the right to contractually allocate with any Transferee the Developer's rights and obligations under this Agreement, including without limitation, permitted density and/or development rights and the right and obligation to construct improvements, including the conditions of the Project Approvals and Mitigation Monitoring Program, all of which shall be set forth in the Assignment Agreement.

## **9. GENERAL PROVISIONS.**

**9.1 Effective Date.** This Agreement shall be effective only after all of the following conditions are met: (1) approval by the City Council, (2) attestation by the City Clerk, (3) execution by the Developer and the City Manager, and (4) recordation pursuant to Section 9.14 of this Agreement.

**9.2 Term.** The Term of this Agreement shall commence on the Effective Date and shall extend for a period of 50 years after the Effective Date, unless said Term is otherwise terminated by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals for the Property approved concurrently with, or subsequent to, the Effective Date.

**9.3 Extension.** The Term and construction deadlines for the Hotel Project may be extended, and the requirement in Section 3.1.5 above for continuous work on the Hotel Project once construction commences shall not be applicable, for the period of time of any actual delay in Hotel Project development resulting from causes beyond Developer's reasonable control, including but not limited to, delays arising from any enactments pursuant to the City's Reserved Powers or moratoria or pursuant to Section 9.5 of this Agreement. The Developer shall submit to the Community Development Director a written request to extend an applicable project deadline or excuse a break in continuous construction whenever the Developer determines such a request is justified under this Section 9.3. The Community Development Director shall approve or disapprove the request within thirty (30) days of receipt of a written request. Approval of requests under this Section 9.3 shall not be unreasonably withheld. If the Community Development Director disapproves the request or fails to approve or disapprove the request, the

Developer shall have the right to appeal to the City Council pursuant to Section 9.4 of this Agreement.

**9.4 Appeals to City Council.** Where a right to an appeal by Developer to the City Council from a finding and/or determination of the Community Development Director exists under this Agreement, such appeal shall be filed with the City Clerk, if at all, within twenty (20) days after the mailing of such finding and/or determination to Developer, or its successors, transferee and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Community Development Director within forty (40) days after such mailing, or within such additional period as may be agreed upon by the Developer and the Council. The failure of the City Council to act within such time shall be deemed to be a denial of the appeal.

**9.5 Enforced Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; terrorism; strikes; walk-outs; riots; floods; earthquakes; fires; casualties; acts of God; Litigation and administrative proceedings against the Hotel Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs such as the Annual Review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the Party to be excused (financial inability excepted). Notwithstanding the foregoing, an extension need not be granted unless the Party to be excused provides notice to the other Party of the grounds for such extension within ten (10) business days following determination by the Party to be excused that such grounds exist. This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third parties against Developer.

**9.6 Legal Action.** Subject to the limitations on remedies provided above, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto or seek declaratory relief with respect to its rights, obligations or interpretations of this Agreement.

**9.7 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any Party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions, and the Central District of California for any federal actions.

**9.8 Covenants.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees and successors to the Parties hereto.

**9.9 Cooperation and Implementation.**

**9.9.1 Processing.** Upon satisfactory completion by Developer of all required applications and payment of appropriate Processing Fees and Charges, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information necessary for the City to carry out its processing obligations.

**9.9.2 Other Governmental Permits.** Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Hotel Project as may be required for the development of, or provision of services to, the Hotel Project. The City shall cooperate with, and actively support, Developer in its endeavors to obtain such permits and approvals.

**9.9.3 Legal Challenges; Cooperation.** In the event of any Litigation, the Parties hereby agree to affirmatively cooperate in defending said action.

**9.9.4 Indemnification.** Developer hereby agrees to provide the City's legal defense and to indemnify, save and hold the City and its elected and appointed representatives, boards, commissions, commissioners, council members, officers, agents and employees, all personally and in their official capacities, harmless from any liability for damage or claims which may arise in Litigation or may arise from or related to the development of the Hotel Project. City hereby agrees to indemnify, save and hold the Developer and its officers, agents, and employees harmless from any liability for damage or claims which may arise from the City's construction of the Public Parking Lot. In the event any lawsuit subject to this indemnification clause is initiated and served on either or both Parties prior to commencement of construction of the Hotel Project or the Public Parking Lot, Developer may, prior to such commencement, elect to limit its exposure under this Section 9.9 by abandoning the Hotel Project or terminating this Agreement, and City shall cooperate in implementing Developer's election to do so. This provision shall survive and continue after the termination of this Agreement.

**9.9.5 Defense Costs.** In the event any Litigation should arise, the City shall notify Developer in writing of such Litigation no later than ten (10) business days after service upon City and shall transmit to Developer any and all documents (including, without limitation, correspondence and pleadings) received by, or served upon, the City in connection with such Litigation. Upon receipt of such notice from the City, Developer shall retain and appoint counsel to represent and defend both the Developer and the City with respect to the Litigation. The City shall have the right to review and approve counsel retained by the Developer to defend

the City. The Parties acknowledge that counsel will appear and represent the City and the Developer in connection with such Litigation and such counsel shall, at the request of the City Attorney, cooperate with the City Attorney in the preparation of all pleadings, motions and other Litigation-related documents for the City, coordinate legal strategy and otherwise cooperate with the City in connection with the Litigation, all at Developer's cost and expense. Developer shall also pay all filing fees, court costs and similar out-of-pocket expenses required to defend the Litigation. The City shall cooperate with counsel's defense of the Litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to counsel as may be reasonably requested by counsel in connection with the Litigation.

**9.9.6 Legal Conflicts.** If a legally recognizable conflict of interest arises, which requires that each Party be represented by separate counsel, the Developer shall retain another law firm of such stature and pricing structure as is customary to law firms handling CEQA and land use litigation for the City to represent and defend the City in Litigation. If another firm is retained, Developer shall pay the costs as set forth in subsection 9.9.5 immediately above.

**9.10 Estoppel Certificates.** Either Party may, at any time, deliver written notice to the other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligation set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. Any third Party, including a Mortgagee, shall be entitled to rely on the certificate. Any attorney's fees and costs associated with the preparation, review and execution of such certificate shall be paid by the Party requesting the certificate.

**9.11 Relationship of the Parties.** It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent party and not an agent of the City. Further, the City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

**9.12 Notices.** Any notice or communication required hereunder between the City or Developer must be in writing, and may be given either personally, by registered or certified mail, return receipt requested or by overnight courier. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other

address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at **their** addresses set forth below:

If to the City:

Maureen Tamuri,  
Community Development Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

with copies to:

Scott H. Howard  
City Attorney  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

If to Developer:

Richard Weintraub  
Rondell Oasis LLC  
Weintraub Real Estate Group  
P.O. Box 6528  
Malibu, CA 90264

with copies to:

Joshua Gottheim  
Counsel for Rondell Oasis LLC  
Canzoneri Gottheim Law LLP  
4348 Hayman Avenue  
La Canada, CA 91011

**9.13 Recordation.** As provided in Government Code Section 65868.5 and Section 17.68.050(B) of the Enabling Ordinance, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of Los Angeles County within ten (10) days following its execution by both Parties. Developer shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

**9.14 Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

**9.15 Severability.** If any provisions, conditions or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**9.16 Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

**9.17 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this section. No waiver of any right or remedy in

respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

**9.18 No Third Party Beneficiaries.** The only Parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person whatsoever.

**9.19 Entire Agreement.** This Agreement sets forth and contains the entire understandings and agreements of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

**9.20 Legal Advice; Neutral Interpretation; Headings and Table of Contents.** Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

**9.21 Counterparts.** This Agreement is executed in duplicate originals, each of which is deemed to be an original.

**9.22 Attorneys' Fees.** If any Party brings an action or files a proceeding arising out of this Agreement, then the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing Party.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

“City”

CITY OF CALABASAS, a municipal corporation of the State of California

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Tony Coroaalles  
Title: City Manager

By: \_\_\_\_\_  
Name: Scott H. Howard  
Title: City Attorney  
Date:

ATTEST:

By: \_\_\_\_\_  
Name: Maricela Hernandez  
Title: City Clerk  
Date: \_\_\_\_\_

“Developer”

Rondell Oasis, LLC, a limited liability company of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

## LEGAL DESCRIPTION

PARCEL 1:

REAL PROPERTY IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 34801, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 977 PAGE (S) 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 179,846 SQ.FT. MORE OR LESS



# "EXHIBIT B"

97772 UNIT OF 3 2 2 2  
977 2

SCALE: 1" = 50'

## TRACT No. 34801

SHEET 2 OF 2 SHEETS

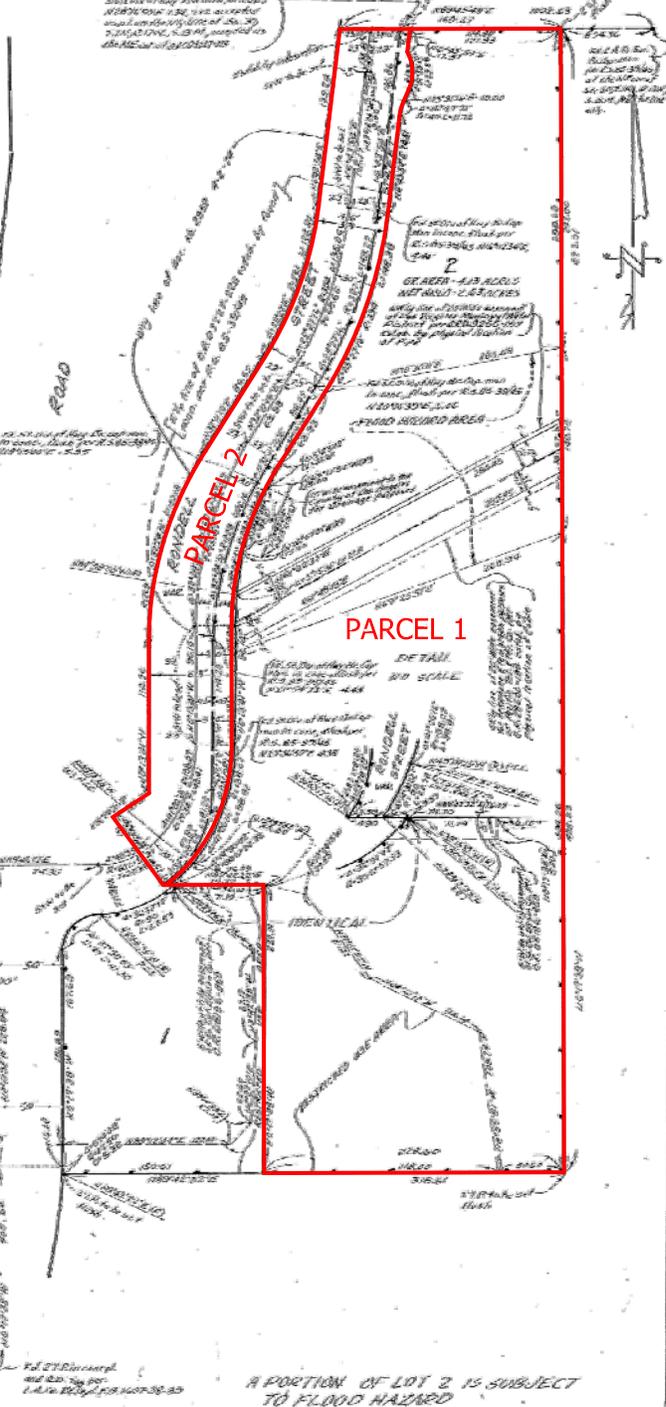
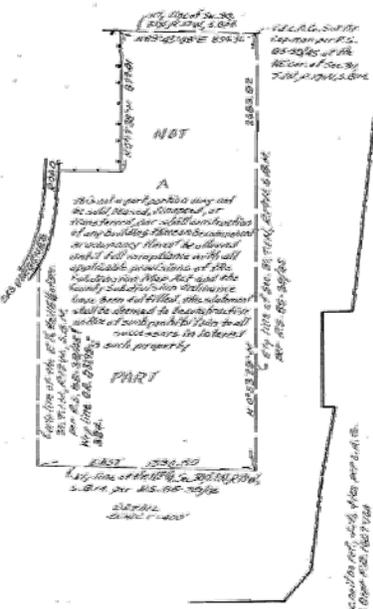
In The Unincorporated Territory of Los Angeles County  
State of California

RECORDED IN THE PUBLIC RECORDS OF LOS ANGELES COUNTY, CALIFORNIA  
BOOK 11, PAGE 102  
APR 8 1981

Indicates the boundary of the base being subdivided by this map.

Books of Records: The bearings shown herein are based on the bearing N89°45'38"W of the north-south line of Sec. 36, T.12S., R.11W., S.22N. as shown on D.S. 95-48-45.

NOTE: The area shown in red on this map is a portion of Lot 2, which is subject to flood hazard.



A HERBY CERTIFY THAT A SURVEY RECORD IN THE AMOUNT OF \$ 3,000 WAS BEEN FILED WITH THE CLERK OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS DUES AND FEES THEREON.

TRACT No. 34801 IS REQUIRED BY CIVIL JAMES S. MACE, CLERK OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.



A HERBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE VENTURE MAP AND THE APPROPRIATE RECORDS THEREON; THAT ALL REQUIREMENTS OF STATE AND LOCAL SUBDIVISION ORDINANCES APPLICABLE BY THE TIME OF APPROVAL OF THIS VENTURE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

COUNTY ENGINEER  
DATED: MAR 31 1981, BY [Signature]  
Deputy

A PORTION OF LOT 2 IS SUBJECT TO FLOOD HAZARD



**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF DEDICATION AREA**

LEGAL DESCRIPTION

PORTION LOT 2, TRACT NO. 34801, M.B. 977, PAGES 1 AND 2

THAT PORTION OF LOT 2 OF TRACT NO. 34801, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 927, AT PAGES 1 AND 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHWESTERLY LINE OF THE 20 FOOT WIDE EASEMENT TO LAS VIRGINES MUNICIPAL WATER DISTRICT PER BOOK D 3255, PAGE 157 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER'S OFFICE, AS SHOWN ON SAID TRACT NO. 34801, AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF RONDELL STREET, BEING OF VARIABLE WIDTH, AS SHOWN ON SAID TRACT NO. 34801.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BE REFERENCE MADE HEREIN, MADE A PART HEREOF.

AREA OF DEDICATION IS COMPRISED OF 1.28 ACRES, MORE OR LESS.

*Chris Nelson*

CHRIS NELSON, PLS 6385

DATED: MARCH 24, 2017

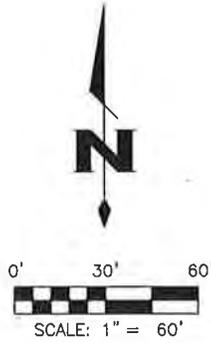


# EXHIBIT "B"

PORTION LOT 2, TRACT NO. 34801, M.B 977, PAGES 1 AND 2

NORTHERLY LINE OF SECTION 30, T. 1 N., R. 17 W., S.B.M.

N89° 46' 01"E



STREET

**AREA OF DEDICATION**  
1.28 ± ACRES

PORTION LOT 2  
TRACT NO. 34801,  
M.B. 977, PGS. 1 & 2

**RONDELL**

500' 17' 38"E 297.40'

EAST LINE OF LOT 2, TRACT NO. 34801, M.B. 977, PGS 1 & 2

P.O.B.

63'

S61° 22' 37"W 285.18'  
NORTHWESTERLY LINE OF 20' WIDE EASEMENT OF LAS  
VIRGINES MUNICIPAL WATER DISTRICT PER O.R. D 3255-157  
AS SHOWN ON TRACT NO. 34801, M.B. 977, PGS 1 & 2



03/24/2017

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF RONDELL PARCEL**

## LEGAL DESCRIPTION

### PARCEL 2:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, SHOWN AS RONDELL STREET ON THE MAP OF TRACT NO. 34801, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 977 PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION OF SAID STREET LYING WITHIN LOTS 1 AND 2 OF SAID TRACT NO. 34801.

ALSO EXCEPT THEREFROM ANY PORTION LYING WESTERLY OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DOCUMENT NO. 2957, RECORDED APRIL 02, 1974, AS SHOWN ON SAID TRACT NO. 34801.

ALSO EXCEPTING THEREFROM THAT PORTION OF RONDELL STREET LYING SOUTHWESTERLY OF A LINE SHOWN ON SAID TRACT NO. 34801 HAVING A BEARING OF NORTH 36° 45'12" WEST AND DISTANCE OF 64.42 FEET.

ALSO EXCEPTING THAT PORTION LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 OF TRACT NO. 34801.

CONTAINING 38,056 SQ.FT. MORE OR LESS



# "EXHIBIT B"

97772 UNIT OF 3 2 2 2  
977 2

SCALE: 1" = 50'

## TRACT No. 34801

SHEET 2 OF 2 SHEETS

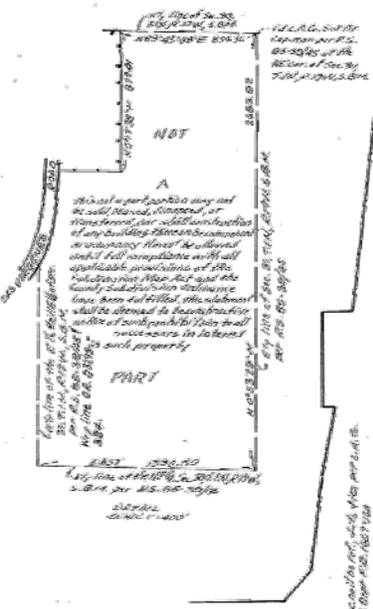
In The Unincorporated Territory of Los Angeles County  
State of California

RECORDED IN SAC 121  
APR 8 1981

Indicates the boundary of the base being subdivided by this map.

Base of Survey: The bearings shown herein are based on the bearing N89°45'38"W of the north-south line of Sec. 36, T.18, R.11W, S.34N as shown on D.S. 95-48-45.

NOTE: The area shown in red on this map is a portion of Lot 2, which is subject to flood hazard.



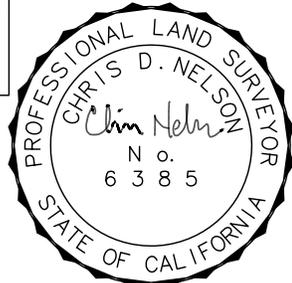
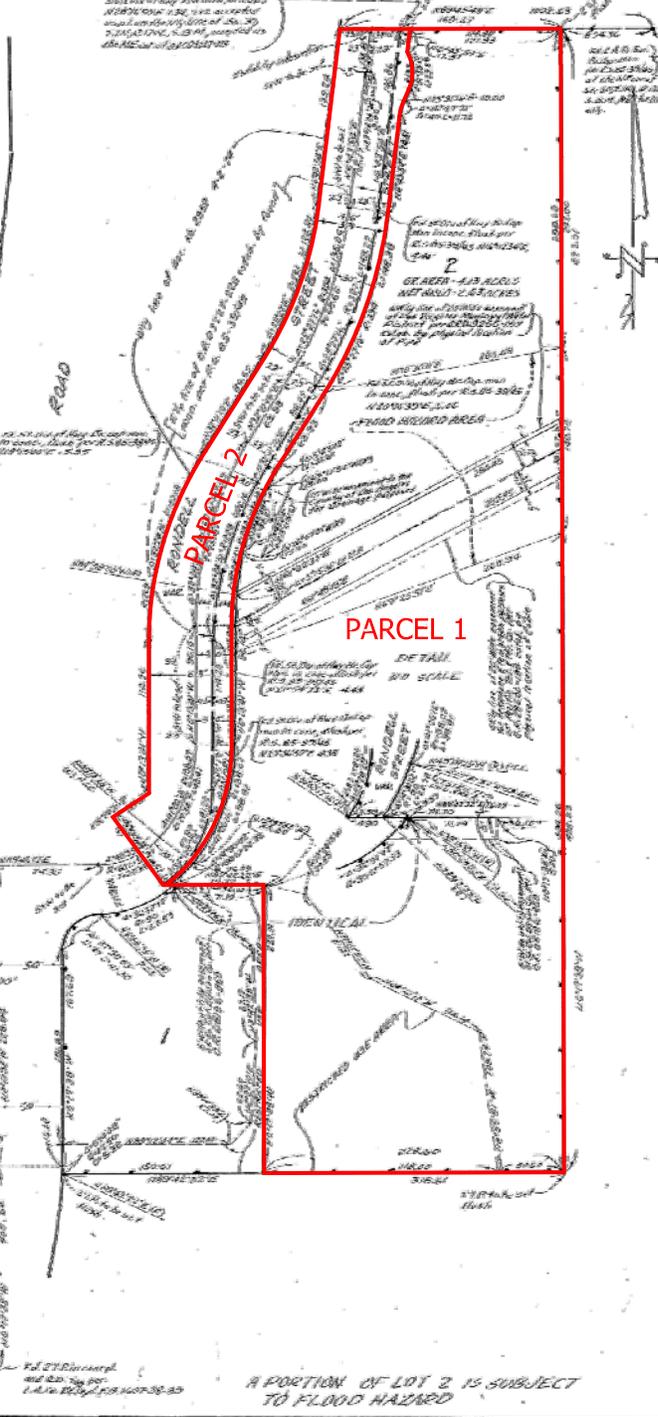
A HERBY CERTIFY THAT A SURVEY RECORD IN THE AMOUNT OF \$ 3,000 WAS BEEN FILED WITH THE CLERK OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS DUES AND FEES THEREON AND AS

TRACT NO. 34801 IS REQUIRED BY CIVIL JAMES S. MACE, CLERK OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY *[Signature]* COUNTY ENGINEER

A HERBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE YERGENE MAP AND THE APPROPRIATE RECORDS THEREON; THAT ALL PROVISIONS OF STATE AND LOCAL SUBDIVISION ORDINANCES APPLICABLE BY THE TIME OF APPROVAL OF THIS YERGENE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: **MAR 31 1981** BY *[Signature]* Deputy



**EXHIBIT "D"**  
**LIST OF PROJECT APPROVALS**

"Project Approvals"

File No. 140001318

- Conditional Use Permit
- Site Plan Review
- Scenic Corridor Permit
- Development Plan
- Oak Tree Permit
- Architectural Plans (with the removal of the 4<sup>th</sup> floor) dated June 8, 2016
- Color Rendering dated June 8, 2016
- Final IS/MND dated January, 2016

**EXHIBIT "E"**  
**DEDICATION AGREEMENT**

## AGREEMENT FOR DEDICATION OF REAL PROPERTY

This Agreement for Dedication of Real Property ("Agreement") is made between RONDELL OASIS, LLC, a California limited liability corporation ("Owner") and CITY OF CALABASAS, a California municipal corporation formed under the laws of California ("City") this \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"). Owner and City are sometimes referred to below collectively as the "Parties" and each individually as a "Party".

### RECITALS

A. Owner is the owner of certain real property in Los Angeles County, California as depicted on the Site Map, Exhibit 4 attached hereto, and as legally described in the Property Legal Description, Exhibit 2 attached hereto (the "Property"); and

B. Owner obtained the necessary land use permits and entitlements issued by the City for the development of a hotel on the Property, including the Site Plan and Conditions of Approval ("Project Approvals"); and.

C. Owner is entering into a "Development Agreement" with the City whereby Owner would dedicate a portion of Owner's land which the City would improve for purposes of a park and ride lot; and

D. A roughly 1.28-acre portion of the Property as shown on Exhibit 4 and as legally described in the Dedication Area Legal Description, Exhibit 5 attached hereto, ("Dedication Area") is proposed to be dedicated by Owner to the City, and improved by the City, together with the adjacent Rondell Street Parcel, as a public park and ride lot on terms and conditions set forth in this Agreement and in the related Development Agreement and City Council ordinance approving the Development Agreement; and

E. City is the owner of an unimproved portion of Rondell Street ("Rondell Street Parcel") adjacent to and abutting the Property. The Rondell Street Parcel is depicted on Exhibit 4 attached hereto and is legally described on Exhibit 3 attached hereto; and

F. Owner desires to dedicate the Dedication Area to City on the terms and conditions of this Agreement, the Development Agreement, and Project Approvals; and

G. City intends to acquire the Dedication Area so as to use the Rondell Street Parcel and the Dedication Area for the construction, maintenance and operation of a public parking lot for park and ride and general public parking use (the "Project"). The Project may also include related public improvements on the Owner Remainder Parcel as defined in Section 3.2 below.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Land Dedication.

Owner agrees to dedicate and convey ownership of the Dedication Area to City, and City agrees to accept ownership of the Dedication Area, on the terms and conditions set forth herein.

2. Conditions Precedent and Contingencies.

Subject to the terms and conditions of this Agreement, Owner and City agree to use good faith efforts to satisfy the conditions set forth in Sections 3, 4 and 5 below, and shall submit evidence satisfactory to the other, as appropriate, that the conditions have been satisfied, if such be the case.

3. Conditions for the Benefit of Both Parties.

The following conditions are for the benefit of both Parties, and may be waived only by the mutual written consent of both Parties:

3.1 Agreement to Project Design. Within the 90-day period following the Effective Date ("Due Diligence Period"), City shall cause an architect and civil engineer prepare and circulate to both Parties for review a final conceptual design for the park and ride lot and related Project improvements. Prior to expiration of the Due Diligence Period, the Parties shall meet and confer, suggest changes to the plans, and confirm in writing their mutual agreement to the final conceptual design for the Project, including grading, hardscape, landscaping, utilities, etc. In the event the parties are unable to reach agreement on the Project design, the City shall have sole power to approve the final Project design.

3.2 Agreement to Final Dedication Area Boundary and Legal Description. The Parties acknowledge that the boundaries of the Dedication Area shown on Exhibit 4 are approximate and may need to be adjusted by mutual agreement of the Parties during the Due Diligence Period as the Project conceptual design is finalized. City shall, during the Due Diligence Period, cause its civil engineer to prepare a legal description for the Dedication Area and a proposed map of the final two legal parcels: (i) the Dedication Area to be conveyed to the City; and (ii) the remainder ("Owner Remainder Parcel") to be retained by Owner. Prior to the conclusion of the Due Diligence Period, the Parties shall meet and confer and confirm in writing their mutual agreement to the legal description.

3.3 Parcel Map Processing. Prior to the Close of Escrow (defined in Section 12.4 below), City shall approve and cause to be recorded in the Official Records of Los Angeles County a parcel map ("Parcel Map") in form and content mutually acceptable to both parties establishing the Dedication Area and the Owner Remainder Parcel as separate legal parcels conforming to the parcel boundaries mutually agreed by the Parties pursuant to Section 3.2 above.

3.4 Agreement to Final Construction Plans and Specifications. Following the timely satisfaction of Conditions 3.1 and 3.2 above, City shall cause an architect and civil engineer at City's expense to prepare final permitting and construction plans and specifications for the Project. Such final plans and specifications shall be reviewed and approved in writing by both Parties, with Developer's consent to not be unreasonably withheld, and any required permits or approvals for commencement of construction of the Project improvements shall have been obtained by City. In the event the parties are unable to reach agreement on the Project's final plans and specifications, the City shall have sole power to approve the Project's final plans and specifications.

3.5 Grant Deed. The new legal description for the Dedication Area as established under Sections 3.2 and 3.3 above shall have been entered onto the form of Grant Deed attached hereto as Exhibit 1, and the Grant Deed shall have been signed by Owner with notary acknowledgment and deposited with Escrow Holder along with the following: (i) a Certificate of Acceptance executed by City; and (ii) joint instructions from the Parties directing Escrow Holder to cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records. The Grant Deed shall include a right of reverter providing that title to the Dedication Area shall revert to Owner or the successor owner of the Owner Remainder Parcel if the parking and development rights described in Section 5.1 below and granted to Owner by Sections 3.1.3 and 3.3.3 of the Development Agreement ever expire or are terminated.

3.6 Mutual Agreement to Coordinated Construction and Site Availability Schedule. City and Owner shall have agreed upon a written coordinated site availability and construction schedule, including the specific date of commencement for construction of the Public Parking Lot which shall be within three months of conveyance of the Dedication Area to the City, a specific construction timing schedule, and a construction staging and management plan governing construction of the Public Parking Lot, complying with the timeline set in the Development Agreement.

#### 4. Conditions for the Benefit of City.

The following conditions are for the benefit of City, and may be waived by the City acting alone in its sole discretion:

4.1 Title Review and Property Due Diligence. City shall have within the Due Diligence Period reviewed and approved the condition of title as provided in Section 6.2 below, completed all inspections and investigations of the Dedication Area as provided in Section 7 below, and in all other respects confirmed the feasibility of the Project to its sole and complete satisfaction.

4.2 Title Insurance. A title company acceptable to both Parties ("Title Company") shall be committed to issue at City's expense, at the Close of Escrow, an owner's policy of title insurance showing City as fee owner of the Dedication Area.

4.3 Owner Development Covenant. Owner shall have signed and entered into a Development Agreement with City permitting Owner to construct a hotel on the Owner Remainder Parcel and providing for the Owner's grant of the Dedication Area to the City in return for the mutual promises and conditions in the Development Agreement, following the Close of Escrow.

4.4 Representations and Warranties. Owner's representations and warranties set forth in Section 10 below shall be correct as of the Close of Escrow.

5. Conditions for the Benefit of Owner.

The following conditions are for the benefit of Owner, and may be waived by Owner acting alone in its sole discretion:

5.1 Development Rights. City shall have approved and entered into with Owner a Development Agreement in form and content acceptable to Owner assuring that: (i) in exchange for the Dedication Area, the City will by ordinance and related Development Agreement permit the concentration of development rights inherent in the Dedication Area on the Owner Remainder Parcel, preserving the Property's present maximum density and allowable developable square footage, as limited by the applicable floor-area ratio, off-street parking, site coverage, and previous surface requirements for the entire Property, as a concentrated development right for use on the Owner Remainder Parcel; (ii) commencement and completion of the construction of the Project will be tied to the development of a hotel on Owner Remainder Parcel; and (iii) the public parking lot constructed by City as part of the Project shall serve as a substitute for a requirement to provide off-street parking for the hotel development ("Owner Hotel Project") or any other future development on the Owner Remainder Parcel with the same level of required off-street parking.

5.2 Owner Hotel Project. Owner shall be ready, willing and able to break ground and proceed with construction and opening of the Owner Hotel Project, including but not limited to having the following in place: (i) a complete set of permit-ready plans and final plan check approval from the City for the Owner Hotel Project; (ii) all funding required for construction and opening the Owner Hotel Project, including final construction loan approval and any borrower and/or investor equity; (iii) a fully-executed contract with a licensed contractor for construction of the Owner Hotel Project; (iv) a fully-executed management agreement with an experienced hotel operator; and (v) an encroachment agreement and/or easements from the City across Rondell Street and reserved in the form of Grant Deed to the Dedication Area, giving Owner sufficient access to the Owner Remainder Parcel for utilities, customers, loading and unloading, etc.

5.3 Condition of Title. A title company acceptable to both Parties ("Title Company") shall be committed to issue, at the Close of Escrow, an owner's policy of title insurance showing Owner as fee owner of the Owner Remainder Parcel.

5.4 Representations and Warranties. City's representations and warranties set forth in Section 11 below shall be correct as of the Close of Escrow.

5.5 Owner Acceptance of Public Parking Lot Design and Final Plans and Specifications. Owner shall have reviewed and approved the Public Parking Lot Design approved by the City under Section 3.1 and shall have reviewed and approved the Public Parking Lot Final Plans and Specifications approved by the City under Section 3.4.

6. Title Commitment and Survey

6.1 Title Commitment. Within the Due Diligence Period, City, at City's sole cost and expense, shall obtain a preliminary title report and, if desired by City, a commitment for the issuance of the title insurance policy described in 4.2 above.

6.2 Surveys. City, at its sole cost and expense, may obtain during the Due Diligence Period such surveys ("Survey(s)") of the property, structures and improvements, if any, comprising the Dedication Area as City may desire. If obtained, City shall furnish a copy of any such Survey to Owner upon receipt of same by City.

6.3 Permitted Encumbrances. City may evaluate the status of title as reflected in the title report and surveys obtained by the City pursuant to Sections 6.1 and 6.2 above. Owner shall have no obligation to cure any title matters or issues disclosed in the Title Commitment and/or Surveys (but may do so, if Owner so chooses).

6. Review Period.

6.1 Delivery of Review Items. Owner has either previously made available or will, within twenty (20) business days of the Effective Date, make available to City, at Owner's place of business in Los Angeles County or by delivery to City subject to any confidentiality provisions contained therein, all documents that may be reasonably requested by City relating to the ownership and operation of the Property and that are applicable to the sale of the Property to City ("Review Items") which are in Owner's actual possession and which are obtainable by Owner without additional expense and which are not deemed confidential or proprietary by Owner including, without limitation, any lease agreements and related occupancy agreements with third parties concerning the Property or management or maintenance agreements that would survive the Closing and any Surveys of the Property in Owner's possession; provided, however, all such items shall be maintained in strict confidence by City and its agents and such parties shall not disclose the contents of such Review Items except to Owner's employees, agents, lenders, partners and consultants solely for the purpose of conducting due diligence on the Dedication Area. So long as Owner acts in good faith and takes reasonable efforts to identify and timely deliver the Review Items, City shall have no claims against Owner for failure to deliver any Review Items.

6.2 Review Period. In the event that the City is not satisfied in City's sole discretion with (i) the physical condition and nature of the Dedication Area, including all environmental conditions thereof, (ii) all information concerning the Dedication Area made available to City by Owner, (iii) the status of title to the Dedication Area, (iv) the

Review Items and (v) all other physical, environmental, legal, or other aspects of the Dedication Area (collectively, the "Conditions"), City shall have the option at any time before the expiration of the Due Diligence Period to choose one of the following as its sole and exclusive remedy by sending written notice to Owner prior to expiration of the Due Diligence Period that: (i) the Dedication Area is not acceptable to City and that City has disapproved the Property, and neither party hereto shall have any further rights or obligations hereunder, or (ii) City waives any of the Conditions and intends to consummate this transaction. If City does not send any such written notice, then City shall be deemed to have elected subsection (ii) and waives any of the Conditions and shall consummate this transaction subject to the terms of this Agreement.

6.3 Delivery to Owner of Documents. If City exercises any right to terminate this Agreement pursuant to Section 6.2 above or Section 7.2, Section 12.4.2, or Section 12.7 below, then in any of such events City shall (i) promptly after such termination or event of default return to Owner the originals and all copies of all Review Items delivered or made available to City; and (ii) maintain in absolute confidence the results of any and all other information contained in such Review Items or in such tests or studies conducted by City or its consultants with respect to the Dedication Area, to the extent permitted by applicable law.

## 7. City's Inspection of Dedication Area and Owner Remainder Parcel.

7.1 At any time during the Due Diligence Period, with reasonable notice to Owner, City, its agents, contractors or engineers, shall have the right to enter the Property, at City's sole cost and expense, for the purpose of inspecting, surveying, conducting engineering studies and soil tests, and for other similar investigation, provided such operations do not permanently damage the Property. City will complete by the end of the Due Diligence Period such independent investigations as it deems necessary or appropriate concerning the use, development or suitability for development of the Dedication Area. City agrees to indemnify Owner and its agents, officers, directors and employees and hold them harmless from all costs, expenses, liability or loss incurred or arising from any such investigation conducted by City. Notwithstanding the foregoing, City shall have no liability or obligation to Owner with respect to any conditions concerning the Property discovered or uncovered by City during the course of City's investigation of the Property. Such investigation shall not be construed as an acceptance of Owner's title or as a waiver of any of Owner's warranties or obligations herein.

7.2 City may, by written notice to Owner and Escrow Holder within the Due Diligence Period, propose to cancel this Agreement based upon City's dissatisfaction with the Property. Upon receipt of such notice, Owner shall have forty-five (45) days during which to take such actions as may be necessary to place the Dedication Area in a condition suitable for the construction and operation of the Project as a public park and ride parking lot. If the Owner fails to take such action within such forty-five (45) day period, the City may terminate this Agreement by delivering not later than ten (10) days after expiration of the forty-five (45) day period written notice of termination to Owner and Escrow Holder, and this Agreement shall terminate upon Owner's receipt of such notice. In the event of City's timely termination pursuant to this section, the parties

hereto shall have no further liability to each other except as otherwise provided herein. In the event of City's termination as set forth above, Escrow Holder shall distribute any funds and release any documents to the parties entitled thereto. In the event City does not terminate this Agreement pursuant to this section, and the soil or geologic conditions are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the soils and geologic conditions in a condition entirely suitable for its proposed use.

8. Owner's Covenants to City.

Owner covenants to City as follows:

8.1 Between the Effective Date and the Close of Escrow, Owner shall not without City's written consent enter into any contract affecting the Dedication Area which is not terminable on thirty (30) days' notice.

8.2 Prior to the Close of Escrow, Owner shall execute and deliver to City an Affidavit of Disclosure of Non-Foreign Status, in compliance with Internal Revenue Code Section 1445 and the regulations thereunder.

8.3 Owner shall promptly notify City if Owner becomes aware that any representation or warranty contained herein is or becomes incorrect or inaccurate subsequent to the Effective Date.

9. City's Covenants to Owner.

City covenants to Owner that City shall promptly notify Owner if City becomes aware that any representation or warranty contained herein is or becomes incorrect or inaccurate subsequent to the Effective Date.

10. Owner's Representations and Warranties.

In consideration of City entering into this Agreement and as an inducement to City to enter into this Agreement, Owner makes the following representations and warranties, each of which is material and is being relied upon by City (the continued truth and accuracy of which shall constitute a condition precedent to City's obligations hereunder):

10.1 Owner has the full power and authority to dedicate the Dedication Area to City on the terms and conditions of this Agreement. This Agreement has been duly and validly authorized, executed and delivered by Owner and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Owner, and this Agreement does not violate any provisions of any charter, articles or by-laws of Owner.

10.2 Owner is a limited liability company, duly formed and validly existing.

10.3 Owner is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust or a foreign estate as such terms are defined in the Internal Revenue Code of 1986, or any rules or regulations for purposes of United States income taxation.

10.4 Except for items disclosed to City, Owner has not received any notice of any special assessments or condemnation actions being contemplated affecting the Dedication Area.

10.5 Owner has not granted to any person or entity, nor to Owner's "actual knowledge" (which shall mean the actual knowledge of Owner's manager, Richard Weintraub) does any person or entity other than Owner have any unrecorded right, title or interest in or to the Dedication Area or any portion thereof.

10.6 Except as expressly herein otherwise provided, the representations and warranties of Owner set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

11. City's Representations and Warranties. In consideration of Owner entering into this Agreement and as an inducement to Owner to convey the Dedication Area to City, City makes the following representations and warranties, each of which is material and is being relied upon by Owner (the continued truth and accuracy of which shall constitute a condition precedent to Owner's obligations hereunder):

11.1 City has the full power and authority to perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by City and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by City.

11.2 City is a municipal corporation validly formed and existing pursuant to state law.

11.3 All representations and warranties of City set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

12. Escrow.

12.1 Opening of Escrow. Within the Due Diligence Period, City shall open an escrow ("Escrow") at an escrow company selected by City ("Escrow Holder") with Owner's reasonable approval for the purpose of carrying out the terms of this Agreement. This Agreement shall constitute the joint escrow instructions of City and Owner with respect to dedication of the Dedication Area and a copy of this Agreement shall be delivered to the Escrow Holder upon the opening of Escrow. In addition, upon written request from Escrow Holder, each party shall sign and deposit escrow instructions in the standard form (to the extent reasonably acceptable to the Parties) utilized by Escrow Holder, within ten (10) days after the opening of Escrow. Each Party shall pay half the Escrow Holder fees except as otherwise provided in 12.2 below. The

instructions shall not modify or amend the provisions of this Agreement. If any conflict exists between the instructions and this Agreement, the provisions of this Agreement shall prevail.

12.2 Escrow Cancellation. The Close of Escrow shall occur as soon as possible following the satisfaction or waiver of all closing conditions set forth in this Agreement, but in no event later than December 31, 2018 ("Outside Closing Date"). If Escrow is not in a condition to close by the Outside Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow, as described below. Escrow Holder shall notify the other party of any such demand.

12.2.1 If the Close of Escrow fails to occur due to Owner's default, defined as a failure of the Owner to comply with any obligation imposed by this Agreement on the Owner before the Close of Escrow, Owner shall pay all Escrow cancellation charges.

12.2.2 If the Close of Escrow fails to occur due to City's default, defined as a failure of the City to comply with any obligation imposed by this Agreement on the City before the Close of Escrow, City shall pay all Escrow cancellation charges.

12.2.3 If the Close of Escrow fails to occur for any reason other than the foregoing, City and Owner shall each pay one-half (½) of any Escrow cancellation charges, and each party shall release the other party from all liability hereunder for the failure of the Close of Escrow to occur. "Escrow cancellation charges" means all fees, charges and expense incurred and charged by Escrow Holder.

### 12.3 Deposit of Documents.

12.3.1 Owner shall deposit with Escrow Holder the following documents:

- a. The Grant Deed described in Section 3.5 above.
- b. Owner shall complete, execute and deliver to Escrow Holder any required statement of intention to transfer the Dedication Area or preliminary change of ownership statement.
- c. Disclosure of Non-Foreign Status, in compliance with Internal Revenue Code Section 1445 and the regulations thereunder.
- d. a written statement that all of the conditions precedent to the Close of Escrow set forth at Section 5 of this Agreement have been satisfied or waived.
- e. Owner's share of closing costs.

12.3.2 City shall deposit into escrow the following:

a. a written statement that all of the conditions precedent to the Close of Escrow set forth at Section 4 of this Agreement have been satisfied or waived;

b. City's share of closing costs.

12.4 Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be the date that the Grant Deed conveying the Dedication Area to City is recorded pursuant to this Agreement in the Official Records of Los Angeles County, California ("Official Records").

12.4.1 The escrow shall be in a condition to close and shall close when the Escrow Holder holds all the items referred to in Section 12.3 above, and when the Escrow Holder is in a position to obtain, and the Title Company has committed to deliver, a C.L.T.A. owner's policy of title insurance issued by the Title Company in favor of City in an amount designated by the City, insuring City's title to the Dedication Area subject only to the exceptions and encumbrances approved by City under Section 6.2 above (the "Title Insurance Policy"). The cost of the Title Insurance Policy will be paid by City. At such time that the Escrow Holder is in a position to obtain, and the Title Company has committed to deliver, the Title Insurance Policy, the Escrow Holder shall:

a. Record the Grant Deed in the official records of Los Angeles County;

b. Pay, and charge Owner and City for any fees, charges and costs payable under this Agreement. Before such payments are made, the Escrow Holder shall notify Owner and City of the fees, charges and costs;

c. Deliver conformed copies of the Grant Deed and the Title Insurance Policy, and other documents to the parties entitled thereto. The Title Insurance Policy shall be delivered to City effective as of the Close of Escrow.

12.4.2 If Escrow has not closed prior to the Outside Closing Date, either Party may terminate this Agreement by delivering written notice of termination to the other Party and Escrow Holder, termination to be effective upon the other Party's receipt of such termination notice. Thereafter, Escrow Holder shall return any funds deposited by City and the Parties shall have no further liability to each other except as otherwise provided herein.

12.5 Prorations. Real property taxes and insurance shall be prorated as of Close of Escrow. Owner shall pay all transfer taxes to the extent the conveyance is not exempt under Cal. Gov't Code section 6103 and/or Rev. & Tax Code section 11922. The cost of deed preparation, if any, and recording fees shall be paid by Owner. The Escrow fee and other expenses of Escrow shall be paid one-half by City and one-half by Owner except as otherwise provided in Section 12.2 above.

12.6 Possession. Right to possession of the Dedication Area shall transfer to City at the Close of Escrow.

12.7 Risk of Loss. Risk of loss to the Dedication Area portion of the Property shall be borne by Owner prior to the Close of Escrow and by City thereafter. In the event the Dedication Area is damaged in a material degree by flood, fire, earthquake or other casualty prior to the Close of Escrow, City may, at its option, elect not to acquire the Dedication Area, in which case this Agreement shall be terminated and Escrow Holder shall return any deposits made into Escrow; or City may elect to proceed to proceed to the Closing, in which case Owner shall assign to City all insurance proceeds, if any, relating to such damage.

13. Remedies on Default.

If either party defaults under this Agreement, the non-defaulting party may pursue (i) specific performance of the Agreement, in which action the prevailing party shall have the right to recover costs of suit and reasonable attorneys' fees; or (ii) rescission of this Agreement. Owner shall not seek monetary damages from the City under this Agreement or under any otherwise applicable legal basis for monetary damages. The Parties agree that specific performance (or writ of mandate for performance of a required act by the City) shall be the sole available and appropriate remedy for either party under this Agreement. No delay or omission in the exercise of any right or remedy accruing to the non-defaulting party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach by the defaulting party. The waiver by either party of any condition or covenant contained herein shall not be deemed a waiver of any other condition or of any subsequent breach by the other party of any term, covenant or condition contained herein. All rights, powers, elections and remedies afforded to a party either hereunder or by law shall be cumulative and not alternative, and the exercise of any right, power, election or remedy shall not bar the exercise of any other. Failure to complete the transaction based on failure of any of the conditions precedent or contingencies shall not be considered a breach hereunder.

14. Termination of Agreement.

Except as provided below at Section 16.7, Survival, this Agreement shall terminate on the earlier of (i) the Close of Escrow, or (ii) the election by City to terminate this Agreement pursuant to Section 6.2 (review period), Section 7.2 (condition of the Property), 12.4.2 (failure to timely close escrow) or 12.7 (casualty), or (iii) the election by Owner to terminate pursuant to Section 12.4.2 (failure of escrow to timely close).

15. Property Disclosures; "As Is" Conveyance. Owner shall, within thirty (30) after the Effective Date, provide to City (or cause Escrow Holder to provide to City) all natural hazard disclosure reports (the "Reports") required by the Disclosure Statutes (as defined below). City shall then, within ten (10) days after receipt of such information, investigate the disclosures and information and provide written notice to Owner of any items below which City disapproves.

Owner and City acknowledge that the Disclosure Statutes provide that a seller of real property must make certain disclosures regarding certain natural hazards

potentially affecting the property, as more particularly provided in the Disclosure Statutes. As used in this Agreement, "Disclosure Statutes" means, collectively, California Government Code Sections 8589.3 (special flood hazard area), 8589.4 (area of potential flooding) and 51183.5 (very high fire hazard), California Public Resources Code Sections 2621.9 (earthquake fault zone), 2694 (seismic hazard zone) and 4136 (state responsibility area) and any other California statutes that require Owner to make disclosures concerning the Site. Upon acceptance of conveyance of the Dedication Area, City agrees as follows:

15.1 City has received all Reports and they satisfy all obligations and requirements of Owner under the Disclosure Statutes.

15.2 City has had an opportunity to review all Reports and to investigate the disclosures and information

15.4 The Reports are provided by Owner for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by Owner as to the presence or absence in, at or around of the Property of the conditions that are the subject of the Disclosure Statutes.

15.5 City accepts the Dedication Area "as is" in its condition on the Close of Escrow with all faults and defects. Except for the Owner representations in Section 10 above, Owner is not making, nor shall be deemed to have made, any representation or warranty of any kind or nature as to the Property or the transactions contemplated in this Agreement, including but not limited to the fact that Owner is not making any representation or warranty as to the size of the Dedication Area, the value of the Dedication Area, the current or future zoning or other entitlements of the Dedication Area, the prior or future financial income or expenses of owning and operating the Dedication Area, the past, present or future uses or characteristics of the Dedication Area and adjoining and neighboring properties, seismic or septic issues, the presence or absence of environmental substances, permits and licenses, and any and all other aspects of owning, improving or operating the Dedication Area and the Project. City hereby acknowledges that, except for the Owner representations in Section 10, upon the Close of Escrow, City will be deemed to have acquired the Dedication Area in its "AS IS," "WHERE IS," "WITH ALL FAULTS" condition, solely in reliance upon City's own Inspection and investigation of the Dedication Area, and that no other representations or warranties of any kind whatsoever, express, implied or statutory, have been made by Owner or any of Owner's officers, agents, brokers or employees with respect to any matter, fact or issue concerning the Dedication Area or this transaction, and Owner disclaims all of same.

## 16. General Provisions.

16.1 Brokers. Owner represents and warrants to City, and City represents and warrants to Owner, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. In the event of any

such claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then City shall indemnify, save harmless and defend Owner from and against such claims if they shall be based upon any statement or representation or agreement by City, and Owner shall indemnify, save harmless and defend City if such claims shall be based upon any statement, representation or agreement made by Owner.

16.2 Assignment. City may not assign this Agreement or the rights under it to a third party without the prior written consent of Owner. Upon any assignment approved in writing by Owner, the assignee shall have all the rights and obligations of City hereunder and City shall not be relieved of or released from any of its obligations hereunder.

16.3 Time of Essence. Time is of the essence in all phases of this Agreement and the closing referred to herein.

16.4 Further Instruments. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver all further instruments, documents and papers, and shall perform any and all acts necessary, to give full force and effect to all of the terms and provisions of this Agreement.

16.5 Severability. If any provision of this Agreement, as applied to any party or to any circumstance, shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement.

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

16.7 Survival. All of the representations and warranties of the parties contained in this Agreement, all covenants, agreements and indemnities made herein by the parties, and all obligations to be performed under the provisions hereof will remain operative, will be deemed made at the Close of Escrow, and will survive the Close of Escrow and the execution and delivery of Owner's Grant Deed, and will not be merged with Owner's Grant Deed.

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

16.9 Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

16.10 Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the

covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this paragraph, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in (i) postjudgment motions, (ii) contempt proceeding, (iii) garnishment, levy, and debtor and third party examination, (iv) discovery, and (v) bankruptcy litigation.

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

To Owner:

Rondell Oasis LLC  
Attn: Mr. Richard Weintraub  
Weintraub Real Estate Group  
P.O. Box 6528, Malibu, CA 90264  
[jjesson@weintraubre.com](mailto:jjesson@weintraubre.com)  
Telephone: (310) 456-2600 ext. 4  
Facsimile:

With a copy to:

Joshua Gottheim, Esq.  
CANZONERI GOTTHEIM LAW LLP  
4348 Hayman Ave  
La Canada, CA 91011  
[joshuag1@msn.com](mailto:joshuag1@msn.com)  
Telephone: (626) 224-6128  
Facsimile: (626) 888-4436

To City:

City of Calabasas  
Attn: M  
Community Development Director  
100 Civic Center Way  
Calabasas, CA 91302  
[mtamuri@cityofcalabasas.com](mailto:mtamuri@cityofcalabasas.com)  
Telephone: 818-224-1600  
Facsimile: 818-225-7338

With a copy to:

Scott H. Howard, Esq.  
Colantuono, Highsmith & Whatley, PC  
100 Civic Center Way  
Calabasas, CA 91302

[showard@chwlaw.us](mailto:showard@chwlaw.us)  
Telephone: 213-542-5722  
Facsimile: 213-542-5710

Notice of change of address shall be given by written notice in the manner detailed in this Section 16.11. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

16.12 Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver or the necessity of obtaining such consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

16.13 Waiver of Certain Rights. City hereby waives any rights it may have or claim to have that it has any interest in the Property, including but not limited to, rights of adverse possession or prescriptive rights. The only rights City has in the Property are those rights expressly granted by this Agreement.

16.14 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

16.15 Headings. The headings used herein are for purposes of convenience only and shall not be used to construe, expand or limit the meaning of the language of this agreement.

17. Entire Agreement.

This instrument, the Development Agreement, and the Project Approvals contain the sole and entire agreement of the Parties relating to the dedication of the Dedication Area, and correctly sets forth the rights, duties and obligations of each to the other as of its date. Except as stated herein, any prior Agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect. In the event of any conflict between this Agreement and the Development Agreement, the Development Agreement's provisions shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

"CITY"

Dated: \_\_\_\_\_, 2017

CITY OF CALABASAS, a Municipal Corporation

\_\_\_\_\_  
Tony Corrales, City Manager

"OWNER"

Dated: \_\_\_\_\_, 2017

RONDELL OASIS LLC,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On April 18, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of May, 2017, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_

**AGREEMENT FOR DEDICATION OF REAL PROPERTY**

This Agreement for Dedication of Real Property ("Agreement") is made between RONDELL OASIS, LLC, a California limited liability corporation ("Owner") and CITY OF CALABASAS, a California municipal corporation formed under the laws of California ("City") this \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"). Owner and City are sometimes referred to below collectively as the "Parties" and each individually as a "Party".

RECITALS

A. Owner is the owner of certain real property in Los Angeles County, California as depicted on the Site Map, Exhibit 4 attached hereto, and as legally described in the Property Legal Description, Exhibit 2 attached hereto (the "Property"); and

B. Owner obtained the necessary land use permits and entitlements issued by the City for the development of a hotel on the Property, including the Site Plan and Conditions of Approval ("Project Approvals"); and.

C. Owner is entering into a "Development Agreement" with the City whereby Owner would dedicate a portion of Owner's land which the City would improve for purposes of a park and ride lot; and

D. A roughly 1.28-acre portion of the Property as shown on Exhibit 4 and as legally described in the Dedication Area Legal Description, Exhibit 5 attached hereto, ("Dedication Area") is proposed to be dedicated by Owner to the City, and improved by the City, together with the adjacent Rondell Street Parcel, as a public park and ride lot on terms and conditions set forth in this Agreement and in the related Development Agreement and City Council ordinance approving the Development Agreement; and

E. City is the owner of an unimproved portion of Rondell Street ("Rondell Street Parcel") adjacent to and abutting the Property. The Rondell Street Parcel is depicted on Exhibit 4 attached hereto and is legally described on Exhibit 3 attached hereto; and

F. Owner desires to dedicate the Dedication Area to City on the terms and conditions of this Agreement, the Development Agreement, and Project Approvals; and

G. City intends to acquire the Dedication Area so as to use the Rondell Street Parcel and the Dedication Area for the construction, maintenance and operation of a public parking lot for park and ride and general public parking use (the "Project"). The Project may also include related public improvements on the Owner Remainder Parcel as defined in Section 3.2 below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Land Dedication.

Owner agrees to dedicate and convey ownership of the Dedication Area to City, and City agrees to accept ownership of the Dedication Area, on the terms and conditions set forth herein.

2. Conditions Precedent and Contingencies.

Subject to the terms and conditions of this Agreement, Owner and City agree to use good faith efforts to satisfy the conditions set forth in Sections 3, 4 and 5 below, and shall submit evidence satisfactory to the other, as appropriate, that the conditions have been satisfied, if such be the case.

3. Conditions for the Benefit of Both Parties.

The following conditions are for the benefit of both Parties, and may be waived only by the mutual written consent of both Parties:

3.1 Agreement to Project Design. Within the 90-day period following the Effective Date ("Due Diligence Period"), City shall cause an architect and civil engineer prepare and circulate to both Parties for review a final conceptual design for the park and ride lot and related Project improvements. Prior to expiration of the Due Diligence Period, the Parties shall meet and confer, suggest changes to the plans, and confirm in writing their mutual agreement to the final conceptual design for the Project, including grading, hardscape, landscaping, utilities, etc. In the event the parties are unable to reach agreement on the Project design, the City shall have sole power to approve the final Project design.

3.2 Agreement to Final Dedication Area Boundary and Legal Description. The Parties acknowledge that the boundaries of the Dedication Area shown on Exhibit 4 are approximate and may need to be adjusted by mutual agreement of the Parties during the Due Diligence Period as the Project conceptual design is finalized. City shall, during the Due Diligence Period, cause its civil engineer to prepare a legal description for the Dedication Area and a proposed map of the final two legal parcels: (i) the Dedication Area to be conveyed to the City; and (ii) the remainder ("Owner Remainder Parcel") to be retained by Owner. Prior to the conclusion of the Due Diligence Period, the Parties shall meet and confer and confirm in writing their mutual agreement to the legal description.

3.3 Parcel Map Processing. Prior to the Close of Escrow (defined in Section 12.4 below), City shall approve and cause to be recorded in the Official Records of Los Angeles County a parcel map ("Parcel Map") in form and content mutually acceptable to both parties establishing the Dedication Area and the Owner Remainder Parcel as separate legal parcels conforming to the parcel boundaries mutually agreed by the Parties pursuant to Section 3.2 above.

3.4 Agreement to Final Construction Plans and Specifications. Following the timely satisfaction of Conditions 3.1 and 3.2 above, City shall cause an architect and civil engineer at City's expense to prepare final permitting and construction plans and specifications for the Project. Such final plans and specifications shall be reviewed and approved in writing by both Parties, with Developer's consent to not be unreasonably withheld, and any required permits or approvals for commencement of construction of the Project improvements shall have been obtained by City. In the event the parties are unable to reach agreement on the Project's final plans and specifications, the City shall have sole power to approve the Project's final plans and specifications.

3.5 Grant Deed. The new legal description for the Dedication Area as established under Sections 3.2 and 3.3 above shall have been entered onto the form of Grant Deed attached hereto as Exhibit 1, and the Grant Deed shall have been signed by Owner with notary acknowledgment and deposited with Escrow Holder along with the following: (i) a Certificate of Acceptance executed by City; and (ii) joint instructions from the Parties directing Escrow Holder to cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records. The Grant Deed shall include a right of reverter providing that title to the Dedication Area shall revert to Owner or the successor owner of the Owner Remainder Parcel if the parking and development rights described in Section 5.1 below and granted to Owner by Sections 3.1.3 and 3.3.3 of the Development Agreement ever expire or are terminated.

3.6 Mutual Agreement to Coordinated Construction and Site Availability Schedule. City and Owner shall have agreed upon a written coordinated site availability and construction schedule, including the specific date of commencement for construction of the Public Parking Lot which shall be within three months of conveyance of the Dedication Area to the City, a specific construction timing schedule, and a construction staging and management plan governing construction of the Public Parking Lot, complying with the timeline set in the Development Agreement.

4. Conditions for the Benefit of City.

The following conditions are for the benefit of City, and may be waived by the City acting alone in its sole discretion:

4.1 Title Review and Property Due Diligence. City shall have within the Due Diligence Period reviewed and approved the condition of title as provided in Section 6.2 below, completed all inspections and investigations of the Dedication Area as provided in Section 7 below, and in all other respects confirmed the feasibility of the Project to its sole and complete satisfaction.

4.2 Title Insurance. A title company acceptable to both Parties ("Title Company") shall be committed to issue at City's expense, at the Close of Escrow, an owner's policy of title insurance showing City as fee owner of the Dedication Area.

4.3 Owner Development Covenant. Owner shall have signed and entered into a Development Agreement with City permitting Owner to construct a hotel on the Owner Remainder Parcel and providing for the Owner's grant of the Dedication Area to the City in return for the mutual promises and conditions in the Development Agreement, following the Close of Escrow.

4.4 Representations and Warranties. Owner's representations and warranties set forth in Section 10 below shall be correct as of the Close of Escrow.

5. Conditions for the Benefit of Owner.

The following conditions are for the benefit of Owner, and may be waived by Owner acting alone in its sole discretion:

5.1 Development Rights. City shall have approved and entered into with Owner a Development Agreement in form and content acceptable to Owner assuring that: (i) in exchange for the Dedication Area, the City will by ordinance and related Development Agreement permit the concentration of development rights inherent in the Dedication Area on the Owner Remainder Parcel, preserving the Property's present maximum density and allowable developable square footage, as limited by the applicable floor-area ratio, off-street parking, site coverage, and pervious surface requirements for the entire Property, as a concentrated development right for use on the Owner Remainder Parcel; (ii) commencement and completion of the construction of the Project will be tied to the development of a hotel on Owner Remainder Parcel; and (iii) the public parking lot constructed by City as part of the Project shall serve as a substitute for a requirement to provide off-street parking for the hotel development ("Owner Hotel Project") or any other future development on the Owner Remainder Parcel with the same level of required off-street parking.

5.2 Owner Hotel Project. Owner shall be ready, willing and able to break ground and proceed with construction and opening of the Owner Hotel Project, including but not limited to having the following in place: (i) a complete set of permit-ready plans and final plan check approval from the City for the Owner Hotel Project; (ii) all funding required for construction and opening the Owner Hotel Project, including final construction loan approval and any borrower and/or investor equity; (iii) a fully-executed contract with a licensed contractor for construction of the Owner Hotel Project; (iv) a fully-executed management agreement with an experienced hotel operator; and (v) an encroachment agreement and/or easements from the City across Rondell Street and reserved in the form of Grant Deed to the Dedication Area, giving Owner sufficient access to the Owner Remainder Parcel for utilities, customers, loading and unloading, etc.

5.3 Condition of Title. A title company acceptable to both Parties ("Title Company") shall be committed to issue, at the Close of Escrow, an owner's policy of title insurance showing Owner as fee owner of the Owner Remainder Parcel.

5.4 Representations and Warranties. City's representations and warranties set forth in Section 11 below shall be correct as of the Close of Escrow.

5.5 Owner Acceptance of Public Parking Lot Design and Final Plans and Specifications. Owner shall have reviewed and approved the Public Parking Lot Design approved by the City under Section 3.1 and shall have reviewed and approved the Public Parking Lot Final Plans and Specifications approved by the City under Section 3.4.

6. Title Commitment and Survey

6.1 Title Commitment. Within the Due Diligence Period, City, at City's sole cost and expense, shall obtain a preliminary title report and, if desired by City, a commitment for the issuance of the title insurance policy described in 4.2 above.

6.2 Surveys. City, at its sole cost and expense, may obtain during the Due Diligence Period such surveys ("Survey(s)") of the property, structures and improvements, if any, comprising the Dedication Area as City may desire. If obtained, City shall furnish a copy of any such Survey to Owner upon receipt of same by City.

6.3 Permitted Encumbrances. City may evaluate the status of title as reflected in the title report and surveys obtained by the City pursuant to Sections 6.1 and 6.2 above. Owner shall have no obligation to cure any title matters or issues disclosed in the Title Commitment and/or Surveys (but may do so, if Owner so chooses).

6. Review Period.

6.1 Delivery of Review Items. Owner has either previously made available or will, within twenty (20) business days of the Effective Date, make available to City, at Owner's place of business in Los Angeles County or by delivery to City subject to any confidentiality provisions contained therein, all documents that may be reasonably requested by City relating to the ownership and operation of the Property and that are applicable to the sale of the Property to City ("Review Items") which are in Owner's actual possession and which are obtainable by Owner without additional expense and which are not deemed confidential or proprietary by Owner including, without limitation, any lease agreements and related occupancy agreements with third parties concerning the Property or management or maintenance agreements that would survive the Closing and any Surveys of the Property in Owner's possession; provided, however, all such items shall be maintained in strict confidence by City and its agents and such parties shall not disclose the contents of such Review Items except to Owner's employees, agents, lenders, partners and consultants solely for the purpose of conducting due diligence on the Dedication Area. So long as Owner acts in good faith and takes reasonable efforts to identify and timely deliver the Review Items, City shall have no claims against Owner for failure to deliver any Review Items.

6.2 Review Period. In the event that the City is not satisfied in City's sole discretion with (i) the physical condition and nature of the Dedication Area, including all environmental conditions thereof, (ii) all information concerning the Dedication Area made available to City by Owner, (iii) the status of title to the Dedication Area, (iv) the

Review Items and (v) all other physical, environmental, legal, or other aspects of the Dedication Area (collectively, the "Conditions"), City shall have the option at any time before the expiration of the Due Diligence Period to choose one of the following as its sole and exclusive remedy by sending written notice to Owner prior to expiration of the Due Diligence Period that: (i) the Dedication Area is not acceptable to City and that City has disapproved the Property, and neither party hereto shall have any further rights or obligations hereunder, or (ii) City waives any of the Conditions and intends to consummate this transaction. If City does not send any such written notice, then City shall be deemed to have elected subsection (ii) and waives any of the Conditions and shall consummate this transaction subject to the terms of this Agreement.

6.3 Delivery to Owner of Documents. If City exercises any right to terminate this Agreement pursuant to Section 6.2 above or Section 7.2, Section 12.4.2, or Section 12.7 below, then in any of such events City shall (i) promptly after such termination or event of default return to Owner the originals and all copies of all Review Items delivered or made available to City; and (ii) maintain in absolute confidence the results of any and all other information contained in such Review Items or in such tests or studies conducted by City or its consultants with respect to the Dedication Area, to the extent permitted by applicable law.

## 7. City's Inspection of Dedication Area and Owner Remainder Parcel.

7.1 At any time during the Due Diligence Period, with reasonable notice to Owner, City, its agents, contractors or engineers, shall have the right to enter the Property, at City's sole cost and expense, for the purpose of inspecting, surveying, conducting engineering studies and soil tests, and for other similar investigation, provided such operations do not permanently damage the Property. City will complete by the end of the Due Diligence Period such independent investigations as it deems necessary or appropriate concerning the use, development or suitability for development of the Dedication Area. City agrees to indemnify Owner and its agents, officers, directors and employees and hold them harmless from all costs, expenses, liability or loss incurred or arising from any such investigation conducted by City. Notwithstanding the foregoing, City shall have no liability or obligation to Owner with respect to any conditions concerning the Property discovered or uncovered by City during the course of City's investigation of the Property. Such investigation shall not be construed as an acceptance of Owner's title or as a waiver of any of Owner's warranties or obligations herein.

7.2 City may, by written notice to Owner and Escrow Holder within the Due Diligence Period, propose to cancel this Agreement based upon City's dissatisfaction with the Property. Upon receipt of such notice, Owner shall have forty-five (45) days during which to take such actions as may be necessary to place the Dedication Area in a condition suitable for the construction and operation of the Project as a public park and ride parking lot. If the Owner fails to take such action within such forty-five (45) day period, the City may terminate this Agreement by delivering not later than ten (10) days after expiration of the forty-five (45) day period written notice of termination to Owner and Escrow Holder, and this Agreement shall terminate upon Owner's receipt of such notice. In the event of City's timely termination pursuant to this section, the parties

hereto shall have no further liability to each other except as otherwise provided herein. In the event of City's termination as set forth above, Escrow Holder shall distribute any funds and release any documents to the parties entitled thereto. In the event City does not terminate this Agreement pursuant to this section, and the soil or geologic conditions are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the soils and geologic conditions in a condition entirely suitable for its proposed use.

8. Owner's Covenants to City.

Owner covenants to City as follows:

8.1 Between the Effective Date and the Close of Escrow, Owner shall not without City's written consent enter into any contract affecting the Dedication Area which is not terminable on thirty (30) days' notice.

8.2 Prior to the Close of Escrow, Owner shall execute and deliver to City an Affidavit of Disclosure of Non-Foreign Status, in compliance with Internal Revenue Code Section 1445 and the regulations thereunder.

8.3 Owner shall promptly notify City if Owner becomes aware that any representation or warranty contained herein is or becomes incorrect or inaccurate subsequent to the Effective Date.

9. City's Covenants to Owner.

City covenants to Owner that City shall promptly notify Owner if City becomes aware that any representation or warranty contained herein is or becomes incorrect or inaccurate subsequent to the Effective Date.

10. Owner's Representations and Warranties.

In consideration of City entering into this Agreement and as an inducement to City to enter into this Agreement, Owner makes the following representations and warranties, each of which is material and is being relied upon by City (the continued truth and accuracy of which shall constitute a condition precedent to City's obligations hereunder):

10.1 Owner has the full power and authority to dedicate the Dedication Area to City on the terms and conditions of this Agreement. This Agreement has been duly and validly authorized, executed and delivered by Owner and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Owner, and this Agreement does not violate any provisions of any charter, articles or by-laws of Owner.

10.2 Owner is a limited liability company, duly formed and validly existing.

10.3 Owner is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust or a foreign estate as such terms are defined in the Internal Revenue Code of 1986, or any rules or regulations for purposes of United States income taxation.

10.4 Except for items disclosed to City, Owner has not received any notice of any special assessments or condemnation actions being contemplated affecting the Dedication Area.

10.5 Owner has not granted to any person or entity, nor to Owner's "actual knowledge" (which shall mean the actual knowledge of Owner's manager, Richard Weintraub) does any person or entity other than Owner have any unrecorded right, title or interest in or to the Dedication Area or any portion thereof.

10.6 Except as expressly herein otherwise provided, the representations and warranties of Owner set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

11. City's Representations and Warranties. In consideration of Owner entering into this Agreement and as an inducement to Owner to convey the Dedication Area to City, City makes the following representations and warranties, each of which is material and is being relied upon by Owner (the continued truth and accuracy of which shall constitute a condition precedent to Owner's obligations hereunder):

11.1 City has the full power and authority to perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by City and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by City.

11.2 City is a municipal corporation validly formed and existing pursuant to state law.

11.3 All representations and warranties of City set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

12. Escrow.

12.1 Opening of Escrow. Within the Due Diligence Period, City shall open an escrow ("Escrow") at an escrow company selected by City ("Escrow Holder") with Owner's reasonable approval for the purpose of carrying out the terms of this Agreement. This Agreement shall constitute the joint escrow instructions of City and Owner with respect to dedication of the Dedication Area and a copy of this Agreement shall be delivered to the Escrow Holder upon the opening of Escrow. In addition, upon written request from Escrow Holder, each party shall sign and deposit escrow instructions in the standard form (to the extent reasonably acceptable to the Parties) utilized by Escrow Holder, within ten (10) days after the opening of Escrow. Each Party shall pay half the Escrow Holder fees except as otherwise provided in 12.2 below. The

instructions shall not modify or amend the provisions of this Agreement. If any conflict exists between the instructions and this Agreement, the provisions of this Agreement shall prevail.

12.2 Escrow Cancellation. The Close of Escrow shall occur as soon as possible following the satisfaction or waiver of all closing conditions set forth in this Agreement, but in no event later than December 31, 2018 ("Outside Closing Date"). If Escrow is not in a condition to close by the Outside Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow, as described below. Escrow Holder shall notify the other party of any such demand.

12.2.1 If the Close of Escrow fails to occur due to Owner's default, defined as a failure of the Owner to comply with any obligation imposed by this Agreement on the Owner before the Close of Escrow, Owner shall pay all Escrow cancellation charges.

12.2.2 If the Close of Escrow fails to occur due to City's default, defined as a failure of the City to comply with any obligation imposed by this Agreement on the City before the Close of Escrow, City shall pay all Escrow cancellation charges.

12.2.3 If the Close of Escrow fails to occur for any reason other than the foregoing, City and Owner shall each pay one-half (1/2) of any Escrow cancellation charges, and each party shall release the other party from all liability hereunder for the failure of the Close of Escrow to occur. "Escrow cancellation charges" means all fees, charges and expense incurred and charged by Escrow Holder.

### 12.3 Deposit of Documents.

12.3.1 Owner shall deposit with Escrow Holder the following documents:

- a. The Grant Deed described in Section 3.5 above.
- b. Owner shall complete, execute and deliver to Escrow Holder any required statement of intention to transfer the Dedication Area or preliminary change of ownership statement.
- c. Disclosure of Non-Foreign Status, in compliance with Internal Revenue Code Section 1445 and the regulations thereunder.
- d. a written statement that all of the conditions precedent to the Close of Escrow set forth at Section 5 of this Agreement have been satisfied or waived.
- e. Owner's share of closing costs.

12.3.2 City shall deposit into escrow the following:

a. a written statement that all of the conditions precedent to the Close of Escrow set forth at Section 4 of this Agreement have been satisfied or waived;

b. City's share of closing costs.

12.4 Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be the date that the Grant Deed conveying the Dedication Area to City is recorded pursuant to this Agreement in the Official Records of Los Angeles County, California ("Official Records").

12.4.1 The escrow shall be in a condition to close and shall close when the Escrow Holder holds all the items referred to in Section 12.3 above, and when the Escrow Holder is in a position to obtain, and the Title Company has committed to deliver, a C.L.T.A. owner's policy of title insurance issued by the Title Company in favor of City in an amount designated by the City, insuring City's title to the Dedication Area subject only to the exceptions and encumbrances approved by City under Section 6.2 above (the "Title Insurance Policy"). The cost of the Title Insurance Policy will be paid by City. At such time that the Escrow Holder is in a position to obtain, and the Title Company has committed to deliver, the Title Insurance Policy, the Escrow Holder shall:

a. Record the Grant Deed in the official records of Los Angeles County;

b. Pay, and charge Owner and City for any fees, charges and costs payable under this Agreement. Before such payments are made, the Escrow Holder shall notify Owner and City of the fees, charges and costs;

c. Deliver conformed copies of the Grant Deed and the Title Insurance Policy, and other documents to the parties entitled thereto. The Title Insurance Policy shall be delivered to City effective as of the Close of Escrow.

12.4.2 If Escrow has not closed prior to the Outside Closing Date, either Party may terminate this Agreement by delivering written notice of termination to the other Party and Escrow Holder, termination to be effective upon the other Party's receipt of such termination notice. Thereafter, Escrow Holder shall return any funds deposited by City and the Parties shall have no further liability to each other except as otherwise provided herein.

12.5 Prorations. Real property taxes and insurance shall be prorated as of Close of Escrow. Owner shall pay all transfer taxes to the extent the conveyance is not exempt under Cal. Gov't Code section 6103 and/or Rev. & Tax Code section 11922. The cost of deed preparation, if any, and recording fees shall be paid by Owner. The Escrow fee and other expenses of Escrow shall be paid one-half by City and one-half by Owner except as otherwise provided in Section 12.2 above.

12.6 Possession. Right to possession of the Dedication Area shall transfer to City at the Close of Escrow.

12.7 Risk of Loss. Risk of loss to the Dedication Area portion of the Property shall be borne by Owner prior to the Close of Escrow and by City thereafter. In the event the Dedication Area is damaged in a material degree by flood, fire, earthquake or other casualty prior to the Close of Escrow, City may, at its option, elect not to acquire the Dedication Area, in which case this Agreement shall be terminated and Escrow Holder shall return any deposits made into Escrow; or City may elect to proceed to the Closing, in which case Owner shall assign to City all insurance proceeds, if any, relating to such damage.

13. Remedies on Default.

If either party defaults under this Agreement, the non-defaulting party may pursue (i) specific performance of the Agreement, in which action the prevailing party shall have the right to recover costs of suit and reasonable attorneys' fees; or (ii) rescission of this Agreement. Owner shall not seek monetary damages from the City under this Agreement or under any otherwise applicable legal basis for monetary damages. The Parties agree that specific performance (or writ of mandate for performance of a required act by the City) shall be the sole available and appropriate remedy for either party under this Agreement. No delay or omission in the exercise of any right or remedy accruing to the non-defaulting party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach by the defaulting party. The waiver by either party of any condition or covenant contained herein shall not be deemed a waiver of any other condition or of any subsequent breach by the other party of any term, covenant or condition contained herein. All rights, powers, elections and remedies afforded to a party either hereunder or by law shall be cumulative and not alternative, and the exercise of any right, power, election or remedy shall not bar the exercise of any other. Failure to complete the transaction based on failure of any of the conditions precedent or contingencies shall not be considered a breach hereunder.

14. Termination of Agreement.

Except as provided below at Section 16.7, Survival, this Agreement shall terminate on the earlier of (i) the Close of Escrow, or (ii) the election by City to terminate this Agreement pursuant to Section 6.2 (review period), Section 7.2 (condition of the Property), 12.4.2 (failure to timely close escrow) or 12.7 (casualty), or (iii) the election by Owner to terminate pursuant to Section 12.4.2 (failure of escrow to timely close).

15. Property Disclosures: "As Is" Conveyance. Owner shall, within thirty (30) after the Effective Date, provide to City (or cause Escrow Holder to provide to City) all natural hazard disclosure reports (the "Reports") required by the Disclosure Statutes (as defined below). City shall then, within ten (10) days after receipt of such information, investigate the disclosures and information and provide written notice to Owner of any items below which City disapproves.

Owner and City acknowledge that the Disclosure Statutes provide that a seller of real property must make certain disclosures regarding certain natural hazards

potentially affecting the property, as more particularly provided in the Disclosure Statutes. As used in this Agreement, "Disclosure Statutes" means, collectively, California Government Code Sections 8589.3 (special flood hazard area), 8589.4 (area of potential flooding) and 51183.5 (very high fire hazard), California Public Resources Code Sections 2621.9 (earthquake fault zone), 2694 (seismic hazard zone) and 4136 (state responsibility area) and any other California statutes that require Owner to make disclosures concerning the Site. Upon acceptance of conveyance of the Dedication Area, City agrees as follows:

15.1 City has received all Reports and they satisfy all obligations and requirements of Owner under the Disclosure Statutes.

15.2 City has had an opportunity to review all Reports and to investigate the disclosures and information

15.4 The Reports are provided by Owner for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by Owner as to the presence or absence in, at or around of the Property of the conditions that are the subject of the Disclosure Statutes.

15.5 City accepts the Dedication Area "as is" in its condition on the Close of Escrow with all faults and defects. Except for the Owner representations in Section 10 above, Owner is not making, nor shall be deemed to have made, any representation or warranty of any kind or nature as to the Property or the transactions contemplated in this Agreement, including but not limited to the fact that Owner is not making any representation or warranty as to the size of the Dedication Area, the value of the Dedication Area, the current or future zoning or other entitlements of the Dedication Area, the prior or future financial income or expenses of owning and operating the Dedication Area, the past, present or future uses or characteristics of the Dedication Area and adjoining and neighboring properties, seismic or septic issues, the presence or absence of environmental substances, permits and licenses, and any and all other aspects of owning, improving or operating the Dedication Area and the Project. City hereby acknowledges that, except for the Owner representations in Section 10, upon the Close of Escrow, City will be deemed to have acquired the Dedication Area in its "AS IS," "WHERE IS," "WITH ALL FAULTS" condition, solely in reliance upon City's own Inspection and investigation of the Dedication Area, and that no other representations or warranties of any kind whatsoever, express, implied or statutory, have been made by Owner or any of Owner's officers, agents, brokers or employees with respect to any matter, fact or issue concerning the Dedication Area or this transaction, and Owner disclaims all of same.

## 16. General Provisions.

16.1 Brokers. Owner represents and warrants to City, and City represents and warrants to Owner, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. In the event of any

such claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then City shall indemnify, save harmless and defend Owner from and against such claims if they shall be based upon any statement or representation or agreement by City, and Owner shall indemnify, save harmless and defend City if such claims shall be based upon any statement, representation or agreement made by Owner.

16.2 Assignment. City may not assign this Agreement or the rights under it to a third party without the prior written consent of Owner. Upon any assignment approved in writing by Owner, the assignee shall have all the rights and obligations of City hereunder and City shall not be relieved of or released from any of its obligations hereunder.

16.3 Time of Essence. Time is of the essence in all phases of this Agreement and the closing referred to herein.

16.4 Further Instruments. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver all further instruments, documents and papers, and shall perform any and all acts necessary, to give full force and effect to all of the terms and provisions of this Agreement.

16.5 Severability. If any provision of this Agreement, as applied to any party or to any circumstance, shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement.

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

16.7 Survival. All of the representations and warranties of the parties contained in this Agreement, all covenants, agreements and indemnities made herein by the parties, and all obligations to be performed under the provisions hereof will remain operative, will be deemed made at the Close of Escrow, and will survive the Close of Escrow and the execution and delivery of Owner's Grant Deed, and will not be merged with Owner's Grant Deed.

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

16.9 Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

16.10 Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the

covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this paragraph, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in (i) postjudgment motions, (ii) contempt proceeding, (iii) garnishment, levy, and debtor and third party examination, (iv) discovery, and (v) bankruptcy litigation.

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

To Owner:

Rondell Oasis LLC  
Attn: Mr. Richard Weintraub  
Weintraub Real Estate Group  
P.O. Box 6528, Malibu, CA 90264  
[jjesson@weintraubre.com](mailto:jjesson@weintraubre.com)  
Telephone: (310) 456-2600 ext. 4  
Facsimile:

With a copy to:

Joshua Gottheim, Esq.  
CANZONERI GOTTHEIM LAW LLP  
4348 Hayman Ave  
La Canada, CA 91011  
[joshuag1@msn.com](mailto:joshuag1@msn.com)  
Telephone: (626) 224-6128  
Facsimile: (626) 888-4436

To City:

City of Calabasas  
Attn: M  
Community Development Director  
100 Civic Center Way  
Calabasas, CA 91302  
[mtamuri@cityofcalabasas.com](mailto:mtamuri@cityofcalabasas.com)  
Telephone: 818-224-1600  
Facsimile: 818-225-7338

With a copy to:

Scott H. Howard, Esq.  
Colantuono, Highsmith & Whatley, PC  
100 Civic Center Way  
Calabasas, CA 91302

[showard@chwlaw.us](mailto:showard@chwlaw.us)  
Telephone: 213-542-5722  
Facsimile: 213-542-5710

Notice of change of address shall be given by written notice in the manner detailed in this Section 16.11. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

16.12 Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver or the necessity of obtaining such consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

16.13 Waiver of Certain Rights. City hereby waives any rights it may have or claim to have that it has any interest in the Property, including but not limited to, rights of adverse possession or prescriptive rights. The only rights City has in the Property are those rights expressly granted by this Agreement.

16.14 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

16.15 Headings. The headings used herein are for purposes of convenience only and shall not be used to construe, expand or limit the meaning of the language of this agreement.

17. Entire Agreement.

This instrument, the Development Agreement, and the Project Approvals contain the sole and entire agreement of the Parties relating to the dedication of the Dedication Area, and correctly sets forth the rights, duties and obligations of each to the other as of its date. Except as stated herein, any prior Agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect. In the event of any conflict between this Agreement and the Development Agreement, the Development Agreement's provisions shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

“CITY”

Dated: \_\_\_\_\_, 2017

CITY OF CALABASAS, a Municipal Corporation

\_\_\_\_\_  
Tony Corrales, City Manager

“OWNER”

Dated: \_\_\_\_\_, 2017

RONDELL OASIS LLC,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit List:**

Exhibit 1 – Grant Deed

Exhibit 2 – Legal Description of Property

Exhibit 3 – Legal Description of Rondell Parcel

Exhibit 4 – Site Map

Exhibit 5 – Legal Description of Dedication Area

RECORDING REQUESTED  
BY, WHEN RECORDED  
MAIL TO, AND MAIL TAX  
STATEMENTS TO:

City of Calabasas  
Attn: City Manager  
100 Civic Center Way  
Calabasas, CA 91302

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(Above Space for Recorder’s Use Only)

THE UNDERSIGNED GRANTOR DECLARES

Documentary Transfer Tax is not due – California  
Revenue and Taxation Code Section 11922  
exemption (conveyance to governmental entity)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Rondell Oasis, LLC, a California limited liability company (“Grantor”), hereby:

GRANTS to the City of Calabasas, a California municipal corporation (“City”), that certain real property located in the City of Calabasas, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”), together with all improvements thereon;

SUBJECT TO all non-delinquent real property taxes, special taxes and other assessments; all liens, encumbrances, easements, rights-of-way, covenants, conditions, restrictions, limitations, obligations and liabilities of record; and

FURTHER SUBJECT TO, and reserving to Grantor and Grantor’s successors and assigns, a right of reverter and power of termination as follows:

1. Grantor owns the land immediately south of the Property known as 26300 Rondell Street (“South Parcel”), upon which Grantor intends to develop a hotel.

2. Grantor and City have entered into that certain Development Agreement No. \_\_\_ whereby City has agreed to construct a public parking lot with approximately 152 parking spaces on the Property. City covenants that once the parking lot is constructed, the parking spaces shall be available to the general public for vehicular parking on a first-come, first served basis 24-hours per day, 7 days per week, 365 days per year, subject to regulations adopted by the City as contemplated by Section 3.3.3 of the Development Agreement to control or prohibit uses of the parking lot that may pose a nuisance or be inconsistent with the purposes of the public parking lot. This covenant shall survive expiration of the Development Agreement.

3. In developing the hotel and any subsequent development on the South Parcel,

Grantor and Grantor's successors-in-interest with respect to the South Parcel are and will be relying upon the availability of public parking on the Property. In addition, City covenants for the benefit of Grantor and Grantor's successors-in interest with respect to the South Parcel to allow concentration of development rights, whereby the maximum density, allowable developable square footage (as limited by applicable floor-area ratio, site coverage, off-street parking, and pervious surface coverage requirements) shall be calculated, for the hotel and for any future development on the South Parcel, as if the Property was still a part of and included within the South Parcel. This covenant shall survive expiration of the Development Agreement.

4. Following the occurrence of a "Termination Event" as defined in paragraph 5 below, Grantor or the successor owner of the South Parcel shall have the absolute right and power to terminate the right, title and interest of the City (and any successor-in-interest of City) in the Property, to re-enter and repossess the Property including all improvements thereon, to revoke this Grant Deed, and to vest ownership of the Property, free and clear of liens and encumbrances, in the same person or entity that at that time owns the South Parcel.

5. A "Termination Event" for purposes of this Grant Deeds means occurrence of any of the following:

a. Failure by the City to improve the Property, within the time required by Section 3.3.1 of the Development Agreement, with a paved and striped public parking lot containing approximately 152 parking spaces.

b. Failure by the City, following completion of the foregoing parking lot, to maintain it as a public parking lot open to the general public for public parking purposes on a 24-7-365 basis, subject to the City's public parking lot regulations, as described above.

c. Failure by the City, to allow the concentration of development rights for the hotel and subsequent development on the South Parcel as described above.

6. The City's covenants in paragraphs 2 and 3 above shall run with the land, burdening the Property and enforceable against City and successors-in-interest to the Property, and benefitting the South Parcel and enforceable by Grantor and successor-in-interest to the South Parcel. As an alternate remedy to termination and reversion of title, Grantor or the successor owner of the South Parcel may enforce such covenants by injunction (or writ of mandamus) as equitable servitudes (see Cal. Civ. Code sec. 885.060(c).) Grantor or the successor owner of the South Parcel may also extend the statutory life of this power of termination from time to time by recording a notice of intent to preserve the power of termination or other instrument as provided in Cal. Civ. Code sec. 885.030.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this document as of the day and year indicated.

Dated: \_\_\_\_\_, 2017

GRANTOR:

RONDELL OASIS, LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Calabasas, a California municipal corporation (“City”) hereby accepts the “Property” as defined in the Grant Deed to which this Certificate of Acceptance is attached. This acceptance is made pursuant to the authority conferred by City Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2017, and the City hereby consents to the recordation of the Grant Deed to which this Certificate of Acceptance is attached.

Dated: \_\_\_\_\_, 2017

CITY OF CALABASAS,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



EXHIBIT A TO GRANT DEED

Legal Description of Property

That certain real property located in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

**[LEGAL DESCRIPTION TO BE INSERTED HERE AFTER  
IT IS FINALIZED BY MUTUAL AGREEMENT OF THE PARTIES  
PER SEC. 3.2 OF THE DEDICATION AGREEMENT]**

**LEGAL DESCRIPTION**

PARCEL 1:

REAL PROPERTY IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 34801, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 977 PAGE (S) 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 179,846 SQ.FT. MORE OR LESS



977/2 UNIT OF 977-2

SCALE 1" = 50'

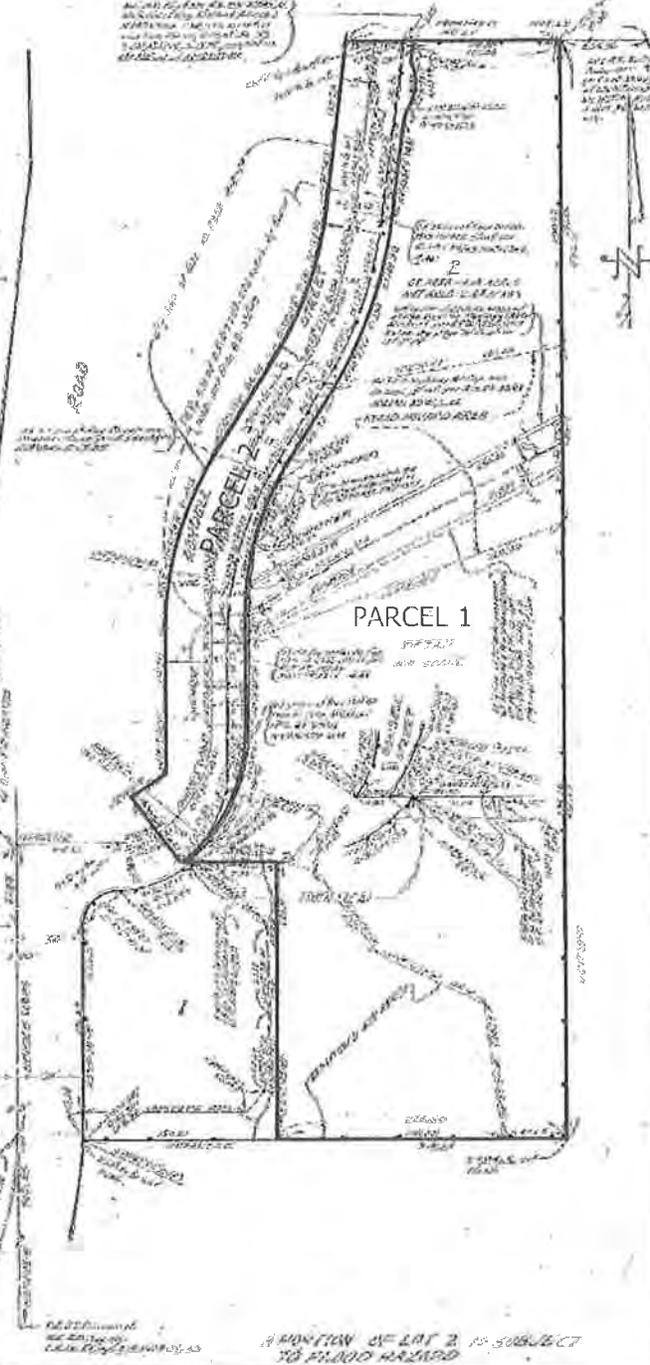
# TRACT No. 34801

SHEET 2 OF 2 SUBJECTS

## In The Unincorporated Territory of Los Angeles County State of California

Location of the boundary of the tract as shown on the map.

Source of data: The Survey was made and located by the Surveyor on the ground in accordance with the provisions of the Act of the Legislature of the State of California, approved March 23, 1907, and amended by the Act of the Legislature of the State of California, approved March 23, 1909.



WHEREAS, the County of Los Angeles, California, has been authorized by the State of California to acquire and maintain a public utility system for the purpose of providing water supply to the people of the County of Los Angeles, California, and

WHEREAS, the County of Los Angeles, California, has been authorized by the State of California to acquire and maintain a public utility system for the purpose of providing water supply to the people of the County of Los Angeles, California, and



A PROFESSIONAL LAND SURVEYOR HAS MADE A RECONSTRUCTION OF THE TRACT AND HAS FOUND THAT THE BOUNDARIES SHOWN ON THE TRACT MAP ARE CORRECT AND THAT THE TRACT IS SUBJECT TO FLOOD HAZARD.

COUNTY ENGINEER  
DATE: MAR 22 1981



**LEGAL DESCRIPTION**

PARCEL 2:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, SHOWN AS RONDELL STREET ON THE MAP OF TRACT NO. 34801, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 977 PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION OF SAID STREET LYING WITHIN LOTS 1 AND 2 OF SAID TRACT NO. 34801.

ALSO EXCEPT THEREFROM ANY PORTION LYING WESTERLY OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DOCUMENT NO. 2957, RECORDED APRIL 02, 1974, AS SHOWN ON SAID TRACT NO. 34801.

ALSO EXCEPTING THEREFROM THAT PORTION OF RONDELL STREET LYING SOUTHWESTERLY OF A LINE SHOWN ON SAID TRACT NO. 34801 HAVING A BEARING OF NORTH 36° 45'12" WEST AND DISTANCE OF 64.42 FEET.

ALSO EXCEPTING THAT PORTION LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 OF TRACT NO. 34801

CONTAINING 38,056 SQ.FT. MORE OR LESS



911/2 UNIT 11 OF 2 977 2

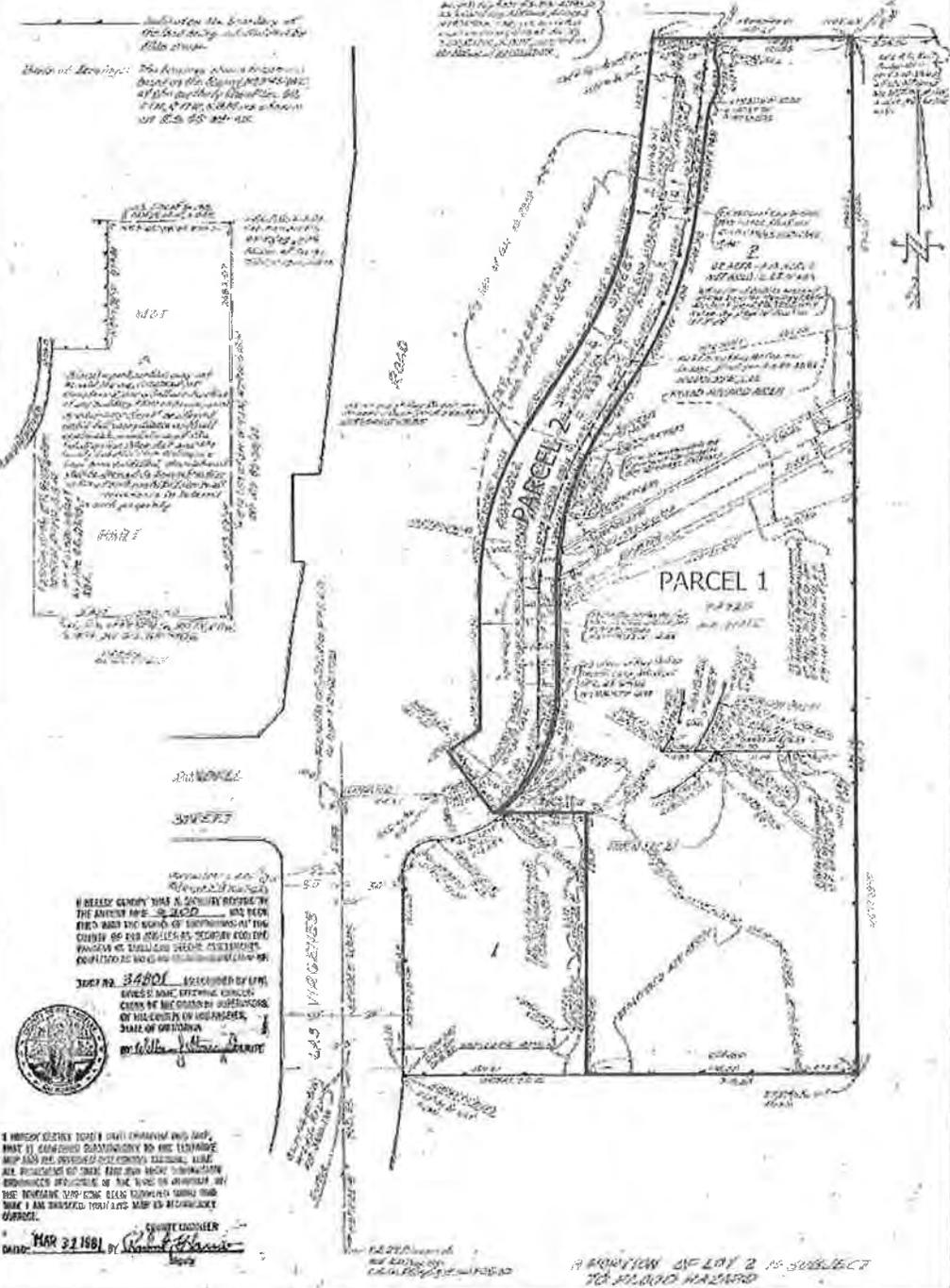
SCALE: 1" = 20'

# TRACT No. 34801

SHEET 2 OF 2 SHEETS

In The Unincorporated Territory of Los Angeles County  
State of California

APPROXIMATE  
400 000



Boundary of the boundary of the tract as shown on the map.

Boundaries of the tract as shown on the map.



IT BEING HEREBY MADE A CONDITION OF THE TRACT THAT THE BOUNDARIES OF THE TRACT AS SHOWN ON THE MAP BE THE BOUNDARIES OF THE TRACT AS SHOWN ON THE MAP.

TRACT No. 34801, described by map, is hereby approved by the Board of Supervisors of the County of Los Angeles, State of California.

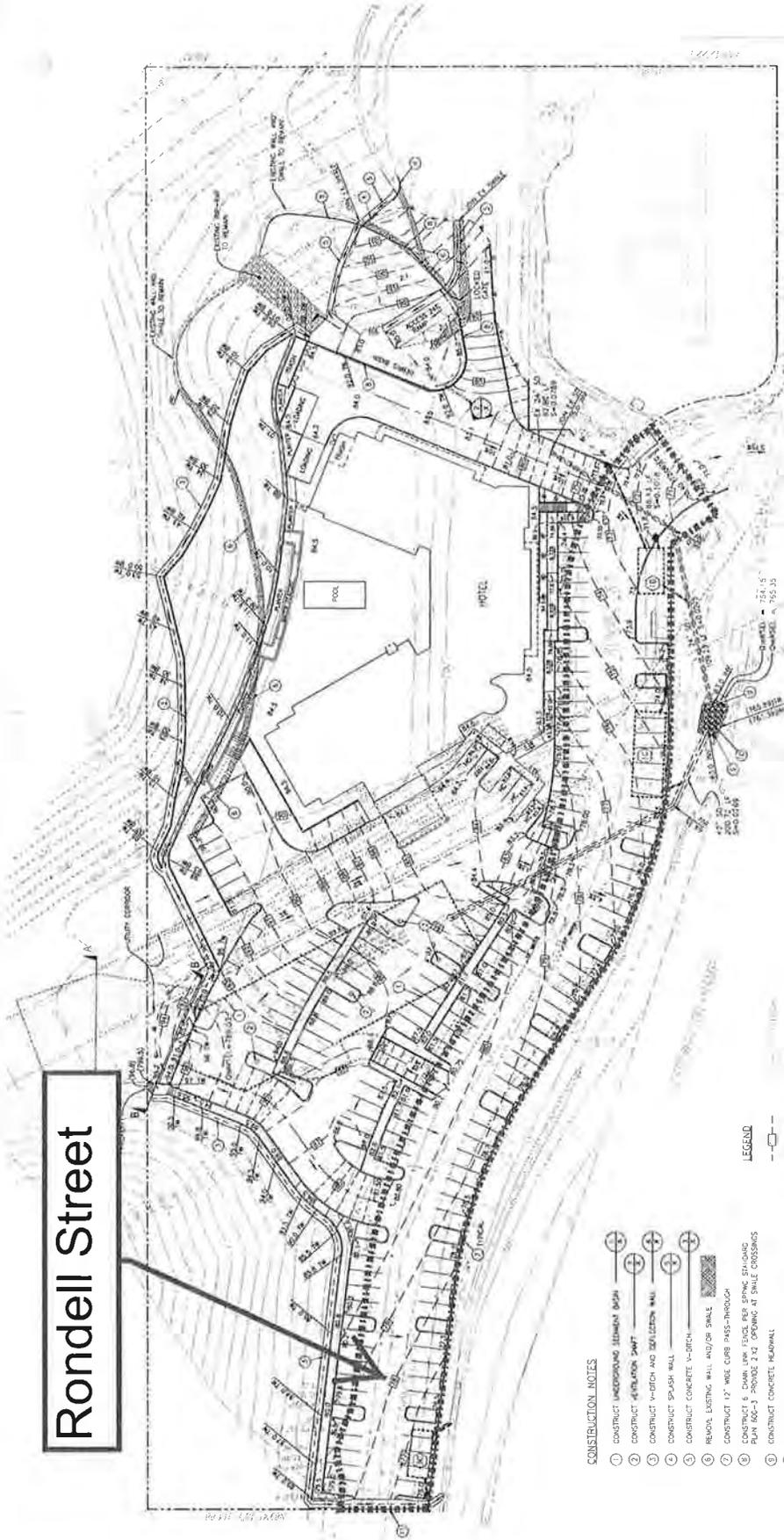
DATE: MAR 22 1981

CHIEF ENGINEER

PROFESSIONAL LAND SURVEYOR



Rondell Street



CONSTRUCTION NOTES

- 1. CONSTRUCT UNDERGROUND DRAINAGE BUSH
- 2. CONSTRUCT RETENTION SHALT
- 3. CONSTRUCT V-DITCH AND EXHAUSTION WALL
- 4. CONSTRUCT SPASH WALL
- 5. CONSTRUCT CONCRETE V-DITCH
- 6. REMOVE EXISTING WALL AND/OR SHALE
- 7. CONSTRUCT 12" WIRE CURB PASS-THROUGH
- 8. CONSTRUCT 4" GRANULAR FILL FOR DRIVE CURB-SIDE
- 9. CONSTRUCT 6" WIDE CONCRETE 2'x2' OPENING AT SHALE CROSSINGS
- 10. CONSTRUCT CONCRETE REINFORCEMENT
- 11. PROVIDE 12" SLOPE PROTECTION (SP) AT ALL DITCH CROSSINGS
- 12. CONSTRUCT 6" WIDE CONCRETE CUTTER AND SPINE STANDARD PLAN 122-2 W/ 6 TRANSITION TO/FROM CONCRETE V-DITCH

LEGEND



DRAINAGE QUANTITIES			
NO.	TYPE	AMOUNT	UNIT
1	MANHOLE	1	NO.
2	CATCH BASIN	1	NO.
3	V-DITCH	1	LINEAL FT.
4	SPASH WALL	1	LINEAL FT.

LOW IMPACT DESIGN VAULTS			
VAULT ID	DIMENSIONS (FT)	ELEVATION (FT)	OUTLET ELEVATION (FT)
1	31.00 x 18.00 x 4.00	82.0	87.5
2	17.00 x 13.00 x 4.00	82.5	87.8
3	28.00 x 12.00 x 4.00	83.0	87.8

FOR CONCEPTUAL APPROVAL (

<p><b>CITY OF CALABASAS</b> PUBLIC WORKS DEPARTMENT CALIFORNIA 91301 CAL 91301 TEL 818.325.7219 WWW.CITYOFCALABASAS.COM</p>	<p>PREPARED BY: <b>John Kujar Consulting</b> 10000 W. 100th Street Suite 100 Overland Park, KS 66204 www.jkujar.com</p>	<p>PREPARED FOR: <b>RONDELL OASIS, LLC</b> PO BOX 8528 MALIBU, CA 90264</p>	<p>SHEET TITLE: <b>RONDELL OASIS HOTEL</b> 26300 RONDELL ST CALABASAS, CA</p>
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LEGAL DESCRIPTION

PORTION LOT 2, TRACT NO. 34801, M.B. 977, PAGES 1 AND 2

THAT PORTION OF LOT 2 OF TRACT NO. 34801, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 927, AT PAGES 1 AND 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHWESTERLY LINE OF THE 20 FOOT WIDE EASEMENT TO LAS VIRGINES MUNICIPAL WATER DISTRICT PER BOOK D 3255, PAGE 157 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER'S OFFICE, AS SHOWN ON SAID TRACT NO. 34801, AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF RONDELL STREET, BEING OF VARIABLE WIDTH, AS SHOWN ON SAID TRACT NO. 34801.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BE REFERENCE MADE HEREIN, MADE A PART HEREOF.

AREA OF DEDICATION IS COMPRISED OF 1.28 ACRES, MORE OR LESS.

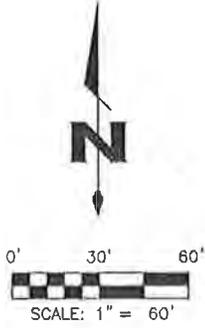
Chris Nelson  
CHRIS NELSON, PLS 6385  
DATED: MARCH 24, 2017



**EXHIBIT "B"**  
 PORTION LOT 2, TRACT NO. 34801, M.B 977, PAGES 1 AND 2

NORTHERLY LINE OF SECTION 30, T. 1 N., R. 17 W., S.B.M.

N89° 46' 01"E



**STREET**

**AREA OF DEDICATION**  
 1.28 ± ACRES

PORTION LOT 2  
 TRACT NO. 34801,  
 M.B. 977, PGS. 1 & 2

S00° 17' 38"E 297.40'

EAST LINE OF LOT 2, TRACT NO. 34801, M.B. 977, PGS 1 & 2

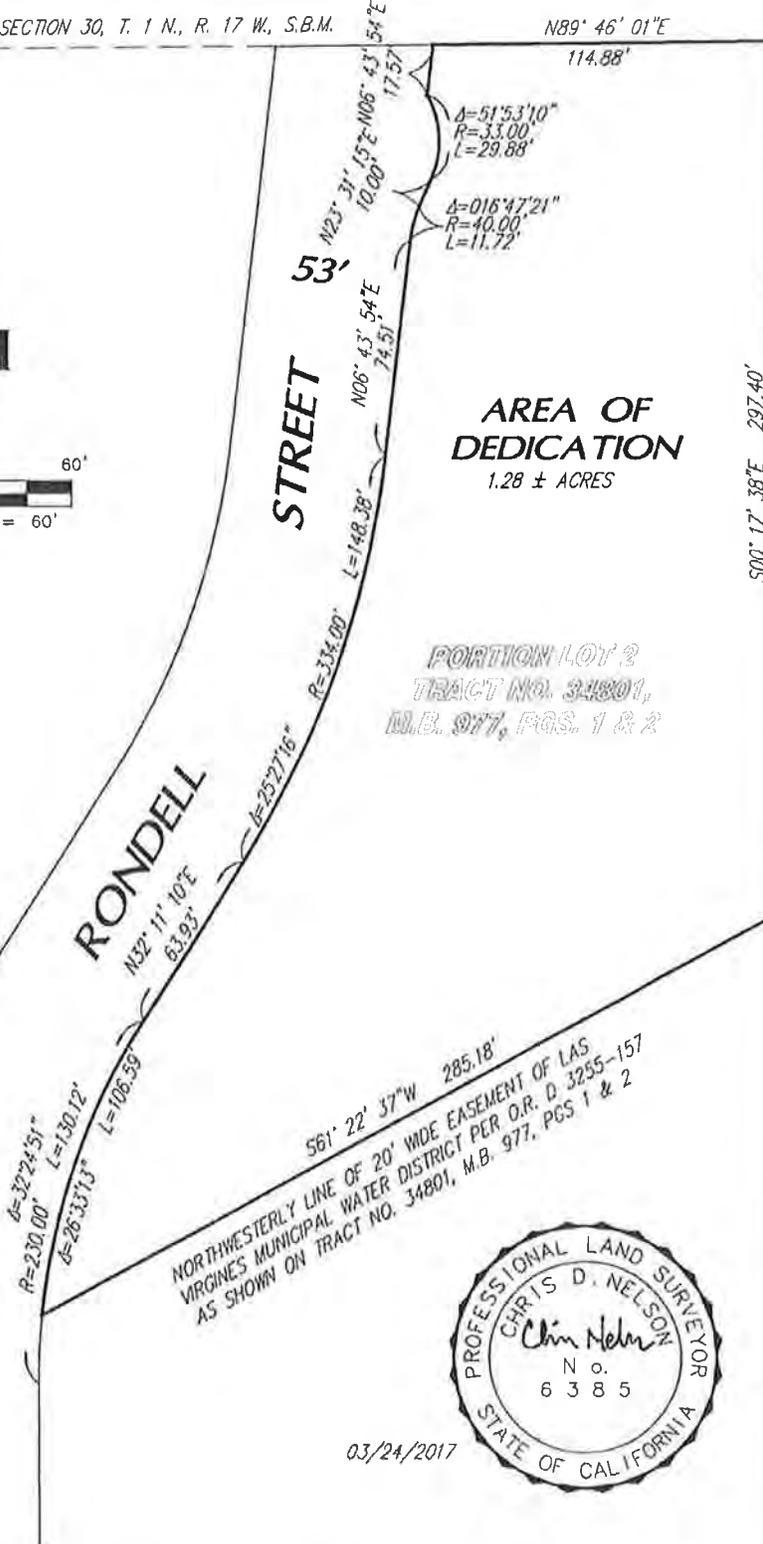
P.O.B.

63'

03/24/2017



NORTHWESTERLY LINE OF 20' WIDE EASEMENT OF LAS VIRGINES MUNICIPAL WATER DISTRICT PER O.R. D 3255-157 AS SHOWN ON TRACT NO. 34801, M.B. 977, PGS 1 & 2





*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** JUNE 1, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2017-355 AMENDING CHAPTER 8.13 AND SECTION 17.12.125 OF THE CALABASAS MUNICIPAL CODE BY: 1) EXPANDING THE PROHIBITION OF MARIJUANA DISPENSARIES TO ALSO PROHIBIT ANY FORM OF MARIJUANA COMMERCE, TRADE OR INDUSTRY, INCLUDING BUT NOT LIMITED TO: COMMERCIAL CULTIVATION, PRODUCTION, PROCESSING, PACKAGING, WAREHOUSING, WHOLESALE DISTRIBUTION, SHIPPING OR DELIVERY SERVICES, CLINICAL TESTING, AND ANY OTHER BUSINESS RELATED TO MARIJUANA OR ANY MARIJUANA DERIVATIVE, WHETHER RECREATIONAL OR MEDICAL; 2) ESTABLISHING AN EXCEPTION TO THE PROHIBITIONS THEREIN TO ALLOW INSIDE A FULLY ENCLOSED AND SECURE PRIVATE RESIDENCE OR ACCESSORY STRUCTURE THE PRIVATE NON-COMMERCIAL CULTIVATION OF NOT GREATER THAN SIX MARIJUANA PLANTS, AND THE ASSOCIATED NON-COMMERCIAL PROCESSING AND USE OF MARIJUANA AND MARIJUANA PRODUCTS AS SPECIFIED IN THE STATE LAW, AND UPDATING PERSONAL USE CULTIVATION STANDARDS ACCORDINGLY; 3) REVISING THE MARIJUANA DELIVERY OR TRANSPORT PROHIBITION BY CREATING AN EXCEPTION FOR THE LAWFUL DELIVERY OR TRANSPORT OF MARIJUANA AND/OR MARIJUANA PRODUCTS TO PERSONS OR ENTITIES WITHIN THE CITY VIA PUBLIC ROADS BY PERSONS OR FIRMS LICENSED TO DO SO UNDER STATE LAW; AND, 4) UPDATING DEFINITIONS OF TERMS TO ALIGN WITH THE DEFINITIONS PROVIDED WITHIN THE STATE LAW.

**MEETING DATE:** JUNE 14, 2017

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## **SUMMARY RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 2017-355, amending chapter 8.13 and section 17.12.125 of the Calabasas Municipal Code to bring the Municipal Code into compliance with the newly expanded State law requiring cities to allow, and to reasonably regulate, certain medical and non-medical (“recreational”) marijuana-based land uses and activities, while maintaining and strengthening the City’s strict limitations on the cultivation, processing, and use of marijuana and marijuana products which fall outside of the new statutory parameters, and in compliance with federal law.

## **BACKGROUND:**

The staff report from the May 24, 2017 City Council meeting provides a detailed discussion of the proposed ordinance, and is incorporated by reference. On May 24, 2017 the City Council conducted a public hearing, after which the Council voted 5-0 to introduce Ordinance No. 2017-355, with the second reading of the ordinance waived.

## **DISCUSSION/ANALYSIS:**

Adoption of Ordinance No. 2017-355 will allow the City to bring its marijuana-based land use controls into compliance with Proposition 64, while continuing to exercise the strictest levels of local control over marijuana cultivation, processing and use, as appropriate under federal law. In short, the proposed ordinance will accomplish three things:

- 1) Allow the following marijuana-based land uses and activities, as specifically identified within the new state law as being allowed and not subject to any local prohibitions:
  - a. Possessing, planting, cultivating, harvesting, drying, or processing not more than six living marijuana plants, and possessing the marijuana produced by such plants, by a private resident who is aged 21 years or older when such activity occurs within that person’s own private residence within an enclosed and secure structure.
  - b. Delivery or transport of marijuana or marijuana products within the city by a person or entity licensed to provide such transport or delivery service by the appropriate State agency (either or both of the California Department of Consumer Affairs and the California Bureau of Marijuana Control), where such delivery service is accomplished via public roadways.

- c. Possessing, planting, cultivating, harvesting, drying, or processing marijuana plants, and possessing the marijuana produced by such plants by a private resident who is under a physician's care, when such activity occurs in accordance with the attending physician's direction for that person and is accomplished consistent with the California Health and Safety Code.

2) Reasonably regulate those marijuana-based land uses and activities which local jurisdictions may reasonably regulate (per paragraph 1 above); and,

3) Prohibit all other marijuana-based land uses and activities which local jurisdictions may prohibit under the new state law.

Consistent with the action of the City Council on May 24<sup>th</sup>, and consistent as well with the recommendations for approval from the Planning Commission and from Community Development Department staff, it is appropriate at this time for the City Council to formally adopt the ordinance.

**ENVIRONMENTAL REVIEW:**

For reasons documented in the May 24<sup>th</sup> staff report, Ordinance No. 2017-355 is exempt from the requirement for environmental review under CEQA.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Staff foresees little to no fiscal impact. Code enforcement staff may face a slightly greater enforcement caseload and additional costs associated with efforts to enforce the new ordinance. However, under existing code (CMC 17.80.080) costs incurred through code enforcement activities may be recouped through penalties and fines paid, on a case-by-case basis.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Ordinance No. 2017-355, amending chapter 8.13 and section 17.12.125 of the Calabasas Municipal Code to bring the Municipal Code into compliance with the newly expanded State law requiring cities to allow, and to reasonably regulate, certain medical and non-medical ("recreational") marijuana-based land uses and activities, while maintaining and strengthening the City's strict limitations on the cultivation, processing, and use of marijuana and marijuana products which fall outside of the new statutory parameters, and in compliance with federal law.

**ATTACHMENTS:**

- A. Ordinance No. 2017-355

**ORDINANCE NO. 2017-355**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CHAPTER 8.13 AND SECTION 17.12.125 OF THE CALABASAS MUNICIPAL CODE BY: 1) EXPANDING THE PROHIBITION OF MARIJUANA DISPENSARIES TO ALSO PROHIBIT ANY FORM OF MARIJUANA COMMERCE, TRADE OR INDUSTRY, INCLUDING BUT NOT LIMITED TO: COMMERCIAL CULTIVATION, PRODUCTION, PROCESSING, PACKAGING, WAREHOUSING, WHOLESALE DISTRIBUTION, SHIPPING OR DELIVERY SERVICES, CLINICAL TESTING, AND ANY OTHER BUSINESS RELATED TO MARIJUANA OR ANY MARIJUANA DERIVATIVE, WHETHER RECREATIONAL OR MEDICAL; 2) ESTABLISHING AN EXCEPTION TO THE PROHIBITIONS THEREIN TO ALLOW INSIDE A PRIVATE RESIDENCE OR ACCESSORY STRUCTURE, WHICH IS FULLY ENCLOSED AND SECURE, THE PRIVATE NON-COMMERCIAL CULTIVATION OF NOT GREATER THAN SIX MARIJUANA PLANTS, AND THE ASSOCIATED NON-COMMERCIAL PROCESSING AND USE OF MARIJUANA AND MARIJUANA PRODUCTS AS SPECIFIED IN THE STATE LAW, AND UPDATING PERSONAL USE CULTIVATION STANDARDS ACCORDINGLY; 3) REVISING THE MARIJUANA DELIVERY OR TRANSPORT PROHIBITION BY CREATING AN EXCEPTION FOR THE LAWFUL DELIVERY OR TRANSPORT OF MARIJUANA AND/OR MARIJUANA PRODUCTS TO PERSONS OR ENTITIES WITHIN THE CITY VIA PUBLIC ROADS BY PERSONS OR FIRMS LICENSED TO DO SO UNDER STATE LAW; AND, 4) UPDATING DEFINITIONS OF TERMS TO ALIGN WITH THE DEFINITIONS PROVIDED WITHIN THE STATE LAW.**

**WHEREAS**, on January 27, 2010, the City Council adopted Ordinance No. 2010-265 prohibiting medical marijuana dispensaries in the City via section 17.12.125 of the Land Use Development Code, and subsequently on September 14, 2011 the City Council adopted Ordinance No. 2011-285 amending Section 17.12.125 of the Land Use and Development Code to include provisions regarding medical marijuana required by California Health & Safety Code sections 11362.5 and 11362.7 through 11362.83; and,

**WHEREAS**, on January 27, 2016, the City Council adopted Ordinance No. 2016-332, amending Title 8 of the Municipal Code to add a new chapter (8.13) prohibiting marijuana cultivation, marijuana dispensaries, and delivery of marijuana; and,

**WHEREAS**, on November 8, 2016, the voters of the State of California passed and approved Proposition 64, which added or amended sections 11018, 11362.1, 11362.2, 11362.3, 11362.4, and 11362.45 in the California Health & Safety Code to legalize and regulate in the State of California the possession, use, and cultivation of marijuana for recreational (non-medical) purposes, with such new and amended statutes taking effect January 1, 2017; and,

**WHEREAS**, Section 11362.2(b) of the California Health & Safety Code allows a city to enact and enforce reasonable regulations to reasonably regulate the possession, cultivation and use of marijuana or marijuana products within the local jurisdiction, where such local regulation does not completely prohibit the possession, planting, cultivation, harvesting, drying, or processing of not more than six living marijuana plants and possessing the marijuana produced by such plants when such activity occurs within a person's own private residence; and,

**WHEREAS**, Section 11362.2(b) of the California Health & Safety Code further allows a city to enact and enforce regulations to prohibit the possession, planting, cultivation, harvesting, drying, or processing of marijuana plants, and possessing the marijuana produced by such plants, regardless of the number of plants, when such activity occurs outdoors or otherwise outside of a fully enclosed and secure structure at a person's own private residence; and,

**WHEREAS**, the proposed Development Code Amendment establishes regulations concerning the possession, cultivation and use of marijuana consistent with California Health & Safety Code Sections 11362.1, 11362.2, 11362.3, 11362.4, and 11362.45; and,

**WHEREAS**, following a public hearing on April 27, 2017, the Planning Commission considered the entire record and recommended approval of the proposed Development Code Amendment via passage of Planning Commission Resolution No. 2017-647; and,

**WHEREAS**, it remains in the best interest and general welfare of the citizens of Calabasas to minimize potential safety threats to the community by continuing to prohibit within the city any activity or enterprise involving marijuana or marijuana products which remain illegal under Federal law and which are not expressly identified in California law as being legal;

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

**SECTION 1. CODE AMENDMENT.** Chapter 8.13 within Title 8 of the Calabasas Municipal Code is hereby re-written in its entirety, as follows:

**CHAPTER 8.13  
CULTIVATION AND USE OF MARIJUANA**

**Section 8.13.010: Purpose.** The purpose of this chapter is to protect the general health, safety and welfare of the community by establishing reasonable standards and limitations regarding the cultivation, processing, distribution and use of marijuana and marijuana products commensurate with state and federal law, to include Proposition 64 as passed and approved by the voters of California on November 8, 2016, and Proposition 215 as passed and approved by the voters of California on November 5, 1996. This section is to be read in conjunction with [Section 17.12.125](#) of this Code.

**Section 8.13.020: Definitions.**

- A. "Delivery" means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of marijuana or marijuana products to or from any location within the city. For purposes of this chapter, "delivery" shall not include the transportation of marijuana by a primary caregiver to a qualified patient consistent with a physician recommendation for medicinal use of marijuana.
- B. "Marijuana" is defined as the term is defined in California Health and Safety Code section 11018 as that section may be amended from time to time.
- C. "Marijuana Cultivation" or "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business or operational activities.
- D. "Marijuana Products" is defined as the term is defined in California Health and Safety Code section 11018.1 as that section may be amended from time to time.
- E. "Primary caregiver" is defined as that term is defined in California Health and Safety Code section 11362.7, subdivision (d), as that section may be amended from time to time.
- F. "Qualified patient" means a seriously ill person who obtains a written recommendation from a physician licensed to practice medicine in the state of California to use *marijuana* for personal medical purposes. In addition, persons currently under the care of a physician for a "serious medical condition" as that term is defined in California Health and Safety Code section 11362.7, subdivision (h), are presumed to be "qualified patients."

**8.13.030 -- Prohibited activities involving marijuana or marijuana products.**

The following activities involving marijuana or marijuana products are prohibited and may not be conducted anywhere in the city:

- A. The cultivation, processing, warehousing, packaging, or distribution of marijuana or any marijuana product or derivative for commercial purposes, to include marijuana dispensaries or commercial marijuana businesses of any kind, whether providing marijuana for medical or recreational purposes;
- B. The cultivation, processing, warehousing, packaging, or distribution of marijuana or any marijuana product or derivative for personal non-commercial medical or recreational purposes in a manner which conflicts with the land use limitations set out in CMC section 17.12.125, or which conflicts with any parameter or limitation established in California Health and Safety Code sections 11362.1 *et. Seq.*;
- C. Delivery or transport of marijuana or of any marijuana product or derivative to any location in the city for medical or recreational purposes in quantities exceeding established maximum limits, or in any manner which fails to comply with the parameters and limits set out in California Business and Professions Code sections 26080 and 26090;
- D. Any other facility, business, or activity involving the manufacture, cultivation, processing, packaging, storage or warehousing, distribution or delivery of drugs or other substances which it is illegal to distribute or possess under state or federal law.

**8.13.040 – Exceptions.**

- A. Possession or cultivation of marijuana on private residential property strictly for the personal use and benefit of one or more residents on the property, where the marijuana cultivation and related activities are non-commercial and occur entirely within the confines of a fully enclosed and secure primary dwelling unit, or within a fully enclosed and secure accessory structure thereto, in compliance with section 17.12.125 of Title 17 of this code and compliant with the limits and requirements established under California Health and Safety Code Sections 11362.1, 11362.2, 11362.3, 11362.4, and 11362.45 and any other applicable state laws.
- B. Delivery or transport of marijuana within the city by a person or entity licensed to provide such transport or delivery service by the California Department of Consumer Affairs and by the California Bureau of Marijuana Control, where such delivery service is accomplished via public roadways, does not originate from a location within the City, and conforms to the parameters and limitations established by California Health and Safety Code sections 26080 and 26090 and any other applicable state laws.
- C. Possession or cultivation of marijuana or marijuana products for personal medical use by a qualified patient, consistent with a physician's recommendation, and conducted by the qualified patient or his or her primary caregiver in accordance with the parameters and limitations set out in

sections 11362.5 and sections 11362.7 through 11362.83 of the California Health and Safety Code and any other applicable state laws.

- D. The personal use or cultivation of marijuana or marijuana products as allowed under sub-sections A and C in this section shall be conducted within a fully enclosed and secure structure which does not permit visual or olfactory evidence of cultivation detectable from the public right-of-way, and shall not:
1. Displace any space used for required on-site parking of a motor vehicle.
  2. Utilize lighting that exceeds one thousand two hundred (1,200) watts.
  3. Utilize an electric generator.
  4. Utilize gas products including, but not limited to, carbon dioxide, butane, or flammable gas.

**8.13.050 -- Limits to Criminal Liabilities.** No conduct which is protected from criminal liability pursuant to the Control, Regulate and Tax Adult Use of Marijuana Act (California Health and Safety Code, §§ 11362.1, 11362.2, 11362.3, 11362.4, and 11362.45), the Compassionate Use Act (Health and Safety Code, § 11362.5) and the Medical Marijuana Program Act (Health and Safety Code, §§ 11362.7 through 11362.83) shall be made criminal by this Code. Conduct or uses which violate the requirements of this section are a nuisance, and shall be subject to non-criminal remedies, including, but not limited to, administrative citations and abatement.

**SECTION 2. CODE AMENDMENT.** Section 17.12.125 within Chapter 17.12 of Title 17 of the Calabasas Municipal Code is hereby re-written in its entirety, as follows:

**17.12.125 – Marijuana based land uses and activities.** This section is to be read in conjunction with Chapter 8.13 of this Code.

A. Allowed Uses. The private cultivation, processing, or use of marijuana (as defined in Title 8) for personal use, is allowed as an accessory and ancillary use in all residential zones, and is exempt from permitting, provided that such use or activity:

1. Is conducted for personal non-commercial purposes only by a legal residential occupant aged 21 years or older;
2. Is accomplished entirely within a fully enclosed and secure structure that is either a legally established primary dwelling or a legally established accessory structure on the residential property;
3. Involves the cultivation of not more than six (6) individual living marijuana plants or the possession, processing or use of marijuana obtained from not more than six (6) individual marijuana plants; and,
4. Is accomplished in a manner fully consistent with the limitations established under California Health and Safety Code sections 11362.1, 11362.2, 11362.3, 11362.4 and 11362.45 and any other applicable state laws.

- B. Prohibited Uses. Any land use, facility or activity which involves cultivation, manufacture, processing, packaging, warehousing, distribution, transport, or any other commercial activity or business related to marijuana or any marijuana product or derivative, whether for medical or recreational uses, and which is not expressly allowed under Section 17.12.125.A, above, is prohibited as a land use or as an accessory use and may not be conducted in any zone, including, but not limited to, the following:
1. Marijuana dispensaries, cooperatives, or any other marijuana-related businesses or commercial activity of any kind, whether for medical or recreational uses.
  2. Any land use, facility or activity which involves cultivation, manufacture, processing, packaging, warehousing, distribution, transport, or any other commercial activity or business related to any drug or substance other than marijuana which is illegal to distribute or possess under state or federal law.

### SECTION 3. SEVERABILITY.

Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance shall remain in full force and effect and, to that end, the provisions hereof are declared to be severable.

### SECTION 4. CONSTRUCTION.

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

### SECTION 4. ENVIRONMENTAL DETERMINATION.

The City Council determines that the following findings reflect the independent judgment of the City Council. The City Council finds that this amendment to the Municipal Code is exempt from California Environmental Quality Act (CEQA). The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that that the text amendments will not have a significant effect on the environment. This Ordinance

is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061 (b)(3) of the California Code of Regulations.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**SECTION 6. 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 14<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Howard, City Attorney  
Colantuono Highsmith & Whatley



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: MAY 30, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER  
LESLEY PELKA, CPA, ACCOUNTING SUPERVISOR**

**SUBJECT: ADOPTION OF RESOLUTION NO. 2017-1552, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1; AND ADOPTION OF RESOLUTION NO. 2017-1553, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2006-1**

**MEETING**

**DATE: JUNE 14, 2017**

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**SUMMARY RECOMMENDATION:**

It is recommended that Council approve the attached Resolutions levying special taxes for the City of Calabasas Facilities Districts (CFD) 98-1 and 2006-1 for fiscal year 2017/18.

**BACKGROUND:**

1. The City formed the City of Calabasas Community Facilities District No. 98-1 which authorized the levy of special taxes for specified parcels within the District (Calabasas Park Centre) in accordance with the Mello-Roos Community Facilities Act of 1982. The District was formed to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles. The principal amount financed was \$12,515,000 and the final maturity date is September 1, 2028. The District is in the 19<sup>th</sup> year of a 30 year term. CFD payments are not debts of the

City. Per the Official Statement, the levy on one of the three properties, the Caruso property, stops as of the end of FY 2016/17, and the current year levy is covered by the surplus in the Reserve Fund and the Special Tax Fund. The CFD is structured so that the levy in future years is sufficient to cover the debt service that is assigned to the remaining properties.

2. The City also formed the City of Calabasas Community Facilities District No. 2006-1 which authorized the levy of special taxes for specified parcels within the District (New Millennium Homes/Baldwin). The District was formed to refinance bonds previously issued in 2001 (CFD 2001-1 – The Oaks Mello-Roos) to finance a portion of the cost of construction and acquisition of public facilities of benefit to the property. The 2001-1 bond issue was refunded on May 16, 2006 under Special Tax Refunding Bonds, Series 2006 and the principal amount financed was \$26,535,000. The District is in the 12<sup>th</sup> year of a 25 year term. CFD payments are not debts of the City.

**DISCUSSION/ANALYSIS:**

The attached resolutions will authorize the levy of the special taxes within the Community Facilities Districts for fiscal year 2017/18. The list of parcels subject to the special tax needs to be filed with the County by August 10, 2017 for placement on the tax roll.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

Staff requests that the City Council approve Resolution Nos. 2017-1552 and 2017-1553, levying special taxes for the City of Calabasas Facilities Districts 98-1 and 2006-1 respectively for fiscal year 2017/18.

**ATTACHMENTS:**

Resolution No. 2017-1552  
Resolution No. 2017-1552 Attachment

Resolution No. 2017-1553  
Resolution No. 2017-1553 Attachment

**ITEM 4 ATTACHMENT 1  
RESOLUTION NO. 2017-1552**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES  
WITHIN CITY OF CALABASAS COMMUNITY FACILITIES  
DISTRICT NO. 98-1.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas, California (the "City"), has formed City of Calabasas Community Facilities District No. 98-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 99-138, adopted by the City Council of the City on January 20, 1999, as amended by Ordinance No. 99-139, adopted by the City Council of the City on February 3, 1999, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2017/18.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calabasas, California, as follows:

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2017/18 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County Auditor/Controller, a certified list of all parcels subject to the Special Tax levy

including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2017/18.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2017/18 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2017/18 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney  
Colantuono Highsmith & Whatley

**CITY OF CALABASAS**  
**Community Facilities District No. 98-1**  
**Fiscal Year 2017/2018 - Levy Worksheet**

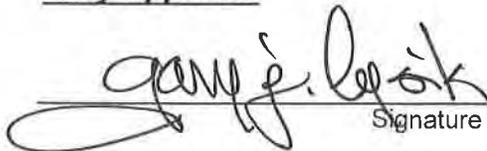
Description	2017/18 Amount	2016/17 Amount	Increase/(Decrease)
Principal	\$275,000.00	\$265,000.00	\$10,000.00
Interest	<u>233,437.50</u>	<u>248,410.00</u>	<u>(14,972.50)</u>
<i>Subtotal</i>	\$508,437.50	\$513,410.00	(\$4,972.50)
Agency administrative costs	\$19,570.00	\$21,400.00	(\$1,830.00)
Trustee/Paying Agent costs	4,000.00	4,000.00	0.00
County collection fees (1)	51.00	51.00	0.00
Arbitrage calculation costs	2,250.00	2,250.00	0.00
Continuing disclosure costs	1,852.88	1,818.80	34.08
Bond Administration	6,980.92	6,850.76	130.16
Administration expenses	294.32	225.00	69.32
Other costs / Rounding	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$34,999.12	\$36,595.56	(\$1,596.44)
Del. management charges	\$0.00	\$0.00	\$0.00
Manual adjustments	0.00	0.00	0.00
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$0.00	\$0.00	\$0.00
<b>Total Annual Levy</b>	<b>\$543,436.62</b>	<b>\$550,005.56</b>	<b>(\$6,568.94)</b>
<b>County Apportionment (2)</b>	<b>\$543,385.62</b>	<b>\$549,954.56</b>	<b>(\$6,568.94)</b>
No. of Parcels Levied	4	4	0

(1) The Los Angeles County collection charge for Fiscal Year 2017/18 is \$0.25 per parcel, plus \$50 per District.

(2) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2017	4/30/2016	Notes
Special Tax Fund - City held	\$1,284,291.32	\$1,196,682.15	
Special Tax Fund - Bank held	7.70	0.09	
Bond Fund	1.73	0.32	
Administrative Expense Fund	184.01	182.87	
Reserve Fund	671,148.26	697,625.79	
<b>Total</b>	<b>\$1,955,633.02</b>	<b>\$1,894,491.22</b>	

**Levy Approval**

  
 Signature

6/2/17  
 Date



CITY of CALABASAS

**Cash with Fiscal Agent**  
**CFD 98-1 (Commercial Mello-Roos)**  
**Fund 80**  
**FY 16/17**

Source of data: US Bank (Fiscal Agent) Statements

Account Number		95461690	95461691	95461693	95461694	TOTAL
Account Name		Special Tax Fund	Bond Fund	Reserve Fund	Admin Exp Fund	
<b>Beginning Balance</b>	<b>7/1/2016</b>	<b>0.09</b>	<b>0.32</b>	<b>697,644.47</b>	<b>182.88</b>	<b>697,827.76</b>
<b>Interest</b>	July-16	-	-	9.19	-	9.19
	August-16	-	-	9.49	-	9.49
	September-16	-	26.49	96.79	0.02	123.30
	October-16	-	0.01	140.74	0.04	140.79
	November-16	-	0.01	144.42	0.35	144.78
	December-16	-	0.01	144.14	0.20	144.35
	January-17	-	0.01	206.46	0.18	206.65
	February-17	-	0.01	265.86	0.20	266.07
	March-17	7.69	1.73	240.78	0.06	250.26
	April-17	-	-	301.26	0.08	301.34
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Debt Service Payment from City</b>	July-16	-	-	-	23,183.98	23,183.98
	August-16	672,312.81	-	-	1,819.41	674,132.22
	September-16	-	-	-	-	-
	October-16	-	-	-	-	-
	November-16	-	-	-	-	-
	December-16	-	-	-	3,601.05	3,601.05
	January-17	-	-	-	-	-
	February-17	104,513.66	-	-	-	104,513.66
	March-17	-	-	-	-	-
	April-17	-	-	-	1,781.49	1,781.49
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Transfer to/from Another Trust</b> (Netted)	July-16	-	-	-	-	-
	August-16	(672,312.90)	672,369.68	(56.78)	-	(0.00)
	September-16	-	-	-	-	-
	October-16	-	-	-	-	-
	November-16	-	-	-	-	-
	December-16	-	-	-	-	-
	January-17	-	-	-	-	-
	February-17	-	27,998.56	(27,998.56)	-	-
	March-17	(104,513.65)	104,513.65	-	-	-
	April-17	-	-	-	-	-
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Disbursements</b>	July-16	-	-	-	(23,183.98)	(23,183.98)
	August-16	-	-	-	-	-
	September-16	-	(672,370.00)	-	-	(672,370.00)
	October-16	-	-	-	-	-
	November-16	-	-	-	(1,819.41)	(1,819.41)
	December-16	-	-	-	-	-
	January-17	-	-	-	(3,601.05)	(3,601.05)
	February-17	-	-	-	-	-
	March-17	-	(132,538.75)	-	-	(132,538.75)
	April-17	-	-	-	(1,781.49)	(1,781.49)
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Ending Balance</b>	<b>7/1/2017</b>	<b>7.70</b>	<b>1.73</b>	<b>671,148.26</b>	<b>184.01</b>	<b>671,341.70</b>

Prepared by: Department of Finance  
L. Pelka 6/1/2017

**ITEM 4 ATTACHMENT 2  
RESOLUTION NO. 2017-1553**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES  
WITHIN CITY OF CALABASAS COMMUNITY FACILITIES  
DISTRICT NO. 2006-1.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas (the "City") has formed City of Calabasas Community Facilities District No. 2006-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 2001-165, adopted by the City Council of the City on July 18, 2001, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2017/18.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calabasas as follows:

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2017/18 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County Auditor/Controller, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2017/18.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2017/18 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2017/18 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

**PASSED, APPROVED AND ADOPTED** this 14th day of June, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney  
Colantuono Highsmith & Whatley

**CITY OF CALABASAS**  
**Community Facilities District No. 2001-1**  
**Special Tax Refunding Bonds - Series 2006**  
**Fiscal Year 2017/2018 - Levy Worksheet**

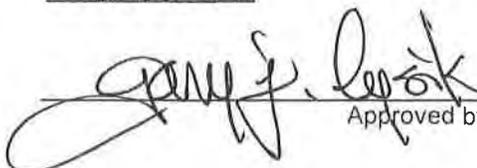
Description	2017/18 Amount	2016/17 Amount	Increase/(Decrease)
Principal	\$960,000.00	\$925,000.00	\$35,000.00
Interest	823,817.50	861,742.50	(37,925.00)
<i>Subtotal</i>	\$1,783,817.50	\$1,786,742.50	(\$2,925.00)
Agency administrative costs	\$45,000.00	\$45,000.00	\$0.00
Trustee/Paying Agent costs	3,000.00	3,000.00	0.00
County collection fees (1)	182.75	182.75	0.00
Arbitrage calculation costs	2,250.00	2,250.00	0.00
Continuing disclosure costs	1,845.62	1,811.87	33.75
Administration costs	18,841.35	18,490.04	351.31
Administration expenses	794.38	605.00	189.38
<i>Subtotal</i>	\$71,914.10	\$71,339.66	\$574.44
Special Tax B	\$78,677.67	\$79,711.95	(\$1,034.28)
Special Tax B Reimbursement	(79,711.95)	(79,941.38)	229.43
Escaped Levy	0.00	0.00	0.00
Delinquency Management Charges	200.98	0.00	200.98
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	0.00	0.00	0.00
Installment Rounding	0.00	(2.11)	2.11
<i>Subtotal</i>	(\$833.30)	(\$231.54)	(\$601.76)
<b>Total Annual Levy</b>	<b>\$1,854,898.30</b>	<b>\$1,857,850.62</b>	<b>(\$2,952.32)</b>
<b>County Apportionment (2)</b>	<b>\$1,854,715.55</b>	<b>\$1,857,667.87</b>	<b>(\$2,952.32)</b>
<b>Parcels</b>	<b>531</b>	<b>531</b>	<b>0</b>

(1) The Los Angeles County collection charge for Fiscal Year 2017/18 is \$0.25 per parcel, plus \$50 per District.

(2) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2017	4/30/2016	Notes
Special Tax Fund - City Held	\$2,161,679.41	\$1,546,178.39	
Special Tax Fund - Trustee Held	10.61	3.68	
Bond Fund	0.01	6.13	
Reserve Fund	1,789,151.96	1,789,040.02	
Administrative Expense Fund	4,320.68	4,315.38	
<b>Total</b>	<b>\$3,955,162.67</b>	<b>\$3,339,543.60</b>	

**Levy Approval**

  
 Approved by: \_\_\_\_\_

6/2/17  
 Date \_\_\_\_\_



CITY of CALABASAS

**Cash with Fiscal Agent**  
**CFD 2001-1 Refunding Series 2006**  
**Fund 84 (The Oaks Mello-Roos)**  
**FY 16/17**

Source of data: US Bank (Fiscal Agent) Statements

Account Number		794057000	794057001	794057002	794057003	TOTAL
Account Name		Special Tax Fund	Bond Fund	Reserve Fund	Admin Exp Fund	
<b>Beginning Balance</b>	<b>7/1/2016</b>	<b>3.68</b>	<b>6.13</b>	<b>1,789,189.11</b>	<b>4,316.10</b>	<b>1,792,366.59</b>
<b>Interest</b>	July-16	-	-	73.33	0.35	73.68
	August-16	-	-	75.78	0.45	76.23
	September-16	-	21.95	75.78	0.55	98.28
	October-16	-	-	73.32	0.44	73.76
	November-16	-	-	75.77	0.37	76.14
	December-16	-	-	73.33	0.35	73.68
	January-17	-	-	75.78	0.42	76.20
	February-17	-	-	111.54	0.60	112.14
	March-17	10.61	0.01	102.96	0.50	114.08
	April-17	-	-	113.96	0.55	114.51
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Debt Service Payment from City</b>	July-16	-	-	-	52,009.11	52,009.11
	August-16	1,338,222.53	-	-	-	1,338,222.53
	September-16	-	-	-	-	-
	October-16	-	-	-	4,852.73	4,852.73
	November-16	-	-	-	-	-
	December-16	-	-	-	8,842.24	8,842.24
	January-17	-	-	-	-	-
	February-17	430,399.51	-	-	-	430,399.51
	March-17	-	-	-	-	-
	April-17	-	-	-	4,953.10	4,953.10
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Transfer to/from Another Trust</b>	July-16	-	-	-	-	-
(Netted)	August-16	(1,338,226.21)	1,338,665.12	(438.91)	-	0.00
	September-16	-	-	-	-	-
	October-16	-	-	-	-	-
	November-16	-	-	-	-	-
	December-16	-	-	-	-	-
	January-17	-	-	-	-	-
	February-17	-	449.79	(449.79)	-	-
	March-17	(430,399.51)	430,399.51	-	-	-
	April-17	-	-	-	-	-
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Disbursements</b>	July-16	-	-	-	(49,784.11)	(49,784.11)
	August-16	-	-	-	-	-
	September-16	-	(1,338,671.25)	-	(2,225.00)	(1,340,896.25)
	October-16	-	-	-	(4,852.73)	(4,852.73)
	November-16	-	-	-	-	-
	December-16	-	-	-	(2,250.00)	(2,250.00)
	January-17	-	-	-	(6,592.24)	(6,592.24)
	February-17	-	-	-	-	-
	March-17	-	(430,871.25)	-	-	(430,871.25)
	April-17	-	-	-	(4,953.10)	(4,953.10)
	May-17	-	-	-	-	-
	June-17	-	-	-	-	-
<b>Ending Balance</b>	<b>7/1/2017</b>	<b>10.61</b>	<b>0.01</b>	<b>894,648.21</b>	<b>4,320.68</b>	<b>1,792,334.83</b>
				Total of all activity LESS Bond Insurance		
				<b>AMBAC BOND INSURANCE</b>		
				894,503.75		898,968.90
				1,789,151.96		Accts 001, 002, & 003 only
				Total of all activity and Bond Insurance		

Prepared by: Department of Finance  
L. Pelka 6/1/2017



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR \$603,756.00 WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE LOST HILLS INTERCHANGE/US 101 DESIGN SUPPORT DURING CONSTRUCTION AND THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM CONSULTING**

**MEETING DATE: JUNE 14, 2017**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with Michael Baker International, Inc. (MBI), the Lost Hills Interchange/US 101 Design Support During Construction and the Community Development Block Grant (CDBG) Housing Rehabilitation Program consulting for a total not exceed \$603,756.00.

**BACKGROUND:**

The Council previously approved this combined MBI PSA, most recently on April 26, 2017. The Community Development Commission which oversees the CDBG program recently requested additional mandated language be added to the current PSA related to CDBG. The new language references specific Federal Department of Housing and Urban Development (HUD) regulations which are relatively minor in nature and highlighted in yellow in the new PSA.

**DISCUSSION/ANALYSIS:**

Presently, MBI provides consulting services for two separate projects under the existing PSA. The work performed on each of these projects is unrelated to the other project and is provided by separate sub-groups on MBI. The Scope of Work for both projects remain the same as previously approved.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The MBI consulting PSA for the CDBG Housing Rehabilitation program is funded from Fund 35 and is reimbursed to the City by HUD.

The Lost Hills Interchange/US 101 Design Support Project is paid for by Los Angeles County Measure M funding.

**REQUESTED ACTION:**

Staff recommends that the City Council approve a Professional Services Agreement with Michael Baker International, Inc. for the Los Hills Interchange/US 101 Design Support During Construction and the Community Development Block Grant Housing Rehabilitation Program consulting not to exceed \$603,756.00.

**ATTACHMENTS:**

- 1) Professional Services Agreement with Michael Baker International, Inc.

**ITEM 5 ATTACHMENT 1**  
**PROFESSIONAL SERVICES AGREEMENT**  
City of Calabasas / Michael Baker International, Inc.

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Michael Baker International, Inc. a Pennsylvania corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Lost Hills Interchange/US 101 Design Support During Construction and Community Block Grant Housing Rehabilitation Program Consulting.
- 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” and “Approved Fee Schedule” : Such professional services as are set forth in Consultant’s March 16, 2017 for Lost Hills Project and May 31, 2016 for the CDBG Project proposal to City attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference.
- 3.2 “Commencement Date”: September 1, 2016.
- 3.3 “Expiration Date”: September 1, 2021.

**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 Six Hundred and Three Thousand Seven Hundred Fifty Six Dollars (\$703,756.00) 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.*). **and 2 CFR Part 200.318 (c) (1) (2).**
- 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. **Eric Spangler for the Lost Hills Project and Michael Neal, for the CDBG Project** 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.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be 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. (Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, Section 3.1).

**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: **Tatiana Holden/John Bingham**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7324

If to Consultant:

Michael Baker Intl, Inc.  
3900 Kilroy Airport Way,  
Suite 120  
Long Beach, CA 90806  
Attn: **Michael Tylman**  
Telephone: (562) 200-7165

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability 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.
- 18.10 Source of Funding. The parties acknowledge that the services specific to the CDBG Project under this agreement are funded through monies obtained by the City from a Community Development Block Grant.

**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”**  
**Michael Baker International, Inc.**

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

By: \_\_\_\_\_  
Michael Tylman, Sr. Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK AND FEE SCHEDULE FOR LOST HILLS PROJECT

**EXHIBIT B**  
**SCOPE OF WORK AND FEE SCHEDULE FOR CDBG PROJECT**

EXHIBIT A  
SCOPE OF WORK



*We Make a Difference*

March 10, 2016  
March 14, 2016, rev1

**Mr. Robert Yalda**  
Director of Public Works/City Engineer  
City of Calabasas Public Works Dept.  
100 Civic Center Way  
Calabasas, CA 91302

**SUBJECT: SCOPE AND FEE PROPOSAL**  
**LOST HILLS INTERCHANGE / US 101 DESIGN SUPPORT DURING CONSTRUCTION**

Dear Mr. Yalda,

Michael Baker International, Inc. (Michael Baker) is pleased to submit this scope and fee proposal for providing design support during construction for the Lost Hills / US 101 Interchange project. We understand that we would be retained to resolve design issues expeditiously, coordinate with Caltrans as appropriate, and support the City and its construction management team in providing Design Support During Construction. Michael Baker has extensive Caltrans design experience, and my personal knowledge of the project will help quickly and efficiently resolve any design issues that may come up. Our Scope of Work Includes:

**SCOPE OF WORK:** Michael Baker will obtain hard copy plans and current CAD files in Microstation (.dgn) format from Keir & Wright and will provide design support for the roadway plans including the following sheets:

- Title sheet
- Typical sections
- Profile sheets
- Layout sheets
- Construction detail sheets
- Temporary Water Pollution Control sheets
- Contour grading plans
- Drainage plans
- Utility plans in the Caltrans plan set
- Construction Area sign plans
- Stage Construction & Traffic Handling plans
- Pavement Delineation
- Sign plans
- Summary of Quantities sheets

Additionally, Michael Baker has In-house Traffic and Electrical design capabilities and can take over design support for the Electrical "E" sheets, once the current electrical designer has completed their current tasks. These sheets include:

- Lighting "E" sheets
- Ramp Metering "E" sheets
- Communication "E" sheets
- Traffic Signal "E" sheets

We assume that the current Landscape Architect (Tatsumi & Partners) and Bridge & Wall Structure Engineer (T.Y. Lin) will be kept on the design team, therefore we will not assume any design tasks on plans prepared by T.Y. Lin or Tatsumi & Partners. Additionally, delta revisions and response to RFIs performed by Michael Baker will be sent to Keir & Wright for review and approval. Keir & Wright will remain in responsible charge of the design & any changes made. Specific Scope tasks include:

Task 1: Attend Weekly Meetings

The Michael Baker project manager will attend an assumed one (1) weekly meeting per month on site. Other meeting participation will be via teleconference.

Task 2: Answer Requests for Information (RFI's)

Michael Baker will answer design related requests for information from the Contractor and Construction Management Team. These will be sent to Keir & Wright for review and concurrence.

Task 3: Review and Respond to Submittals

Michael Baker will review Contractor submittals, as required and in coordination with Keir & Wright. We will provide comments on the submittal or note our concurrence.

Task 4: Prepare Delta Revisions

Michael Baker will prepare necessary delta revisions on the plans, in response to RFIs. These will be sent to Keir & Wright for review and concurrence.

Task 5: Prepare As-Built Plans

Michael Baker will prepare as-built plans in CAD based on changes during construction, capturing delta revisions prepared during construction as well as redlines provided by the RE at the end of construction.

Task 6: Coordinate with Caltrans

Some delta revisions will require submittal to Caltrans before Issuing to the Contractor for construction. Michael Baker will coordinate with Caltrans for the timely approval of the change.

Task 7: Coordinate with City, Design team, CM team

Michael Baker will coordinate with the City, other design consultants, and the construction management team to facilitate smooth completion of construction.

**Fee Proposal:** The level of effort required to support construction is an estimate and depends upon multiple factors. We have assumed that there are 15 months remaining (66 weeks) of construction and have estimated 6 hours per week for Eric Spangler, the Michael Baker Project Manager, and approximately 10 hours per week for technical design assistance from other staff members.

Please review the attached fee proposal and let me know if it acceptable. Should you have any questions and/or require additional information, please feel free to contact me directly at 949/855-3657 or at [eric.spangler@mbakerintl.com](mailto:eric.spangler@mbakerintl.com).

Respectfully submitted,

**MICHAEL BAKER INTERNATIONAL**

A handwritten signature in cursive script that reads "Eric Spangler".

**Eric Spangler, PE, TE**  
Senior Project Manager  
Transportation/Public Works



## LOST HILLS INTERCHANGE DESIGN SUPPORT DURING CONSTRUCTION TASK/HOUR BREAKDOWN

TASK DESCRIPTION	CLASSIFICATION		SENIOR PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		DESIGNER		ASSISTANT ENGINEER		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
<b>SCOPE OF WORK</b>	404	\$97,900	63	\$14,952	140	\$21,700	160	\$20,800	330	\$34,650	1118	\$183,002.00	90	\$20,250
1 Attend Weekly Meetings (assume 1 per month)	90	\$20,250.00	44	\$7,832.00	40	\$6,200.00		\$0.00		\$0.00		\$0.00	180	\$35,632
2 Answer Requests for Information (RFI's)	60	\$13,500.00	16	\$2,848.00	16	\$2,480.00		\$0.00		\$0.00		\$0.00	92	\$18,828
3 Review and Respond to Submittals	30	\$6,750.00	24	\$4,272.00	60	\$9,300.00	160	\$20,800.00	250	\$26,250.00	524	\$67,372		
4 Prepare As-Builts	12	\$2,700.00		\$0.00	24	\$3,720.00		\$0.00	80	\$8,400.00	116	\$14,820		
5 Coordinate with Caltrans	80	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	80	\$18,000
6 Coordinate with City, Design team, CM team	36	\$8,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	36	\$8,100
<b>TOTAL LABOR</b>	404	\$90,900.00	64	\$14,952.00	140	\$21,700.00	160	\$20,800.00	330	\$34,650.00	1,118	\$183,002.00		

ODC's: **\$3,570**

OTHER DIRECT COSTS (ODC \$)	UNIT	UNIT RATE	TOTAL ODC
REPRODUCTION (PLANS & REPORTS)	40	\$50	\$0
POSTAGE & FREIGHT	3,000	\$0.12	\$360
COPIES	300	\$1.50	\$450
COLOR COPIES	4,000	\$0.54	\$2,160
MILEAGE			\$3,570

TOTAL FEE: **\$186,572**

EXHIBIT B  
APPROVED FEE SCHEDULE



*We Make a Difference*

May 31, 2016

John Bingham, Senior Management Analyst  
**CITY OF CALABASAS**  
Administrative Services Department  
100 Civic Center Way  
Calabasas, CA 91302

**RE: PROPOSAL TO IMPLEMENT AND MANAGE THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED HOUSING REHABILITATION PROGRAM**

Dear Mr. Bingham:

Michael Baker International (Michael Baker) is pleased to submit this proposal to implement and manage the City's CDBG-funded Housing Rehabilitation Program. Michael Baker is a Pennsylvania corporation that provides planning, environmental, engineering, and other municipal services to public agencies, special districts, and public-oriented organizations. Kurt Bergman is the firm's President, Brian Lutes is Chief Financial Officer, Michael Tylman is Assistant Secretary, and Albert Warot is Manager and Agent for Service of Process.

This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and county regulations and our considerable experience in administering housing rehabilitation programs for cities across California and particularly in the City of Calabasas.

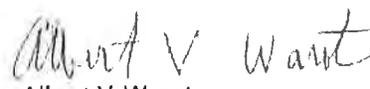
We are pleased to offer the services of our skilled and dedicated staff, extensive experience with housing programs, and knowledge of the City of Calabasas. Michael Baker is proposing to provide all of the services required for the continued successful implementation of the City's Housing Rehabilitation Program at a cost that falls within the activity delivery fee allowed by the Los Angeles County Community Development Commission for such services. Micheal Neal, Michael Baker's designated project manager, will be responsible for administering the program and is uniquely qualified to serve in this capacity. He is intimately familiar with local housing conditions, the City's program guidelines, and the City's procedures and expectations, having managed the program for the last six years.

We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the implementation and management of its CDBG-funded Housing Rehabilitation Program. If you have any questions regarding this proposal, please contact Micheal Neal at (909) 261-2770 or mneal@mbakerintl.com.

Sincerely,

  
Michael Tylman  
Senior Vice President

  
Albert V. Warot  
Managing Director

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# TECHNICAL APPROACH

Michael Baker's project approach will efficiently and effectively assist the City of Calabasas with the continued successful implementation of its CDBG-funded Housing Rehabilitation Program.

Michael Baker International's (Michael Baker) extensive experience with creating and implementing housing and community development programs will allow us to readily implement the program to the City's complete satisfaction. Michael Baker will administer the City's programs in accordance with all applicable regulations and the City's adopted program guidelines.



Michael Baker will provide added value by making all information needed to comply with annual CDBG reporting and general grant administration requirements readily available to the City's Senior Management Analyst. Our project manager will serve as an extension of City staff and will require no orientation since he is already quite familiar with the City's procedures and expectations. In administering the program, he will exhibit the customer service attitude that characterizes all assignments undertaken by Michael Baker.

The following is a description of Michael Baker's approach to administering and implementing the City's Housing Rehabilitation Program.

## HOUSING REHABILITATION PROGRAM SERVICES

### PROGRAM GUIDELINES

Michael Baker will manage the Housing Rehabilitation Program in accordance with the policies and procedures in the City's adopted program guidelines. Michael Baker will review and update the guidelines as needed to reflect desired changes and to conform to any changes in applicable US Department of Housing and Urban Development (HUD) or County of Los Angeles Community Development Commission (CDC) regulatory requirements.

### MARKETING

Michael Baker will initiate marketing and promotional efforts to compile a list of potential participants, while also working from any current waiting list. All marketing collateral will conform to fair housing and equal opportunity lending requirements and display the equal housing logo. If requested, Michael Baker will participate in informational community meetings with residents interested in the program.

## CLIENT INTAKE AND APPLICATION ASSESSMENT

Michael Baker will respond to all program inquiries from homeowners and other interested parties. We will log all contacts and provide the City with an interest list and a report on inquiries. We will accept and review applications for rehabilitation grants and provide assistance to applicants who need help completing applications or who may have questions about the process.

Michael Baker will review applications for completeness and will request and compile information required to complete the application. Michael Baker will qualify applicants for participation in the program based on verification of the applicant's annual income, ownership of the unit, and condition of the unit and desired improvements. Comprehensive project files will be established that will ultimately contain all of the information relevant to each rehabilitation project.

## ENVIRONMENTAL REVIEW

Any environmental documentation required to provide clearance for the program activities pursuant to the National Environmental Policy Act will be prepared by the environmental consultant retained by the CDC to prepare such documentation. However, Michael Baker will coordinate Section 106 historic preservation reviews with the architectural historian retained by the CDC to perform such reviews and provide her with the information to make the necessary determinations regarding the historical significance of the homes to be rehabilitated.

## SCOPE OF WORK AND BIDDING

### Scope of Work

Michael Baker will consult with the homeowner and inspect the property to determine the needed repairs. Specialized reports may need to be ordered such as a structural/pest inspection or lead-based paint or asbestos testing. If required, such reports will be prepared by outside specialists already under contract to the City or to be selected by Michael Baker.

Michael Baker will prepare detailed work specifications for all projects. The work specifications will include all labor and materials needed to complete the rehabilitation, as well as a line item cost estimate of the work to be performed. Michael Baker will review the scope of work with the homeowner and obtain homeowner approval of the work and cost estimate.

### Bid Solicitation and Development

Once accepted by the homeowner, Michael Baker will use the scope of work as the bid specifications. We will provide bidders' instructions and a bid solicitation packet. The bid solicitation will be sent to all contractors on the qualified list. Michael Baker will conduct a "bid walk" at the home with all interested bidders to review the requested scope of work and respond to any clarifying questions. Bids must be submitted using the bid forms provided by Michael Baker.

Once bids are returned, Michael Baker will assist the homeowner with reviewing the bids. Michael Baker staff will, when necessary, help the homeowner to select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City. As discussed later in this section, Michael Baker will confirm that contractors are not debarred from performing federally funded work and are appropriately licensed and bonded prior to bidding, thereby avoiding unnecessary delays at this point in the process.

### GRANT DOCUMENT PROCESSING

After the homeowner has selected a contractor, Michael Baker will prepare the rehabilitation grant documents for execution by the homeowner and the contractor. Michael Baker will ensure that both the homeowner and the contractor fully understand all the provisions in the grant agreement and construction contract. After the necessary documents are signed, a Notice to Proceed will be issued, allowing rehabilitation work to commence.

### PROJECT MANAGEMENT (CONSTRUCTION)

#### Pre-Construction

Michael Baker will develop all construction documents, including the scope of work, specifications, and construction contract. Prior to issuing the Notice to Proceed, Michael Baker will conduct a pre-construction conference with the contractor and the homeowner. We will ensure that both the contractor and the homeowner fully understand all the provisions in their agreements and the construction process, including the roles and responsibilities of all parties. Michael Baker will require the contractor to obtain building permits and local approvals as necessary.

#### Inspection and Compliance

Michael Baker will closely monitor construction progress and be in regular contact with the homeowner and the contractor. We will ensure work is completed consistent with the industry-wide standard of care and in accordance with the construction contract. Photographs of the work progress will be taken and maintained in the project file.

#### Progress Payments

Michael Baker will review progress payment requests. Michael Baker will inspect the work claimed as complete and will ensure all lien waivers, warranty commitments, and the homeowner's approval are obtained prior to release of payment. Michael Baker will review all change order requests.

Prior to final payment or release of retention, Michael Baker will make a final inspection of the work to confirm completion. We will ensure all local conditions have been met, the building permit is closed, a Notice of Completion has been recorded, and there are no liens pending on the property. Michael Baker will also assist homeowners in securing warranties from contractors for construction defects for one year from the date of final approval by the City's Building and Safety Division.

### Dispute Resolution

Michael Baker will take primary responsibility for dispute resolution between the contractor and the homeowner. Michael Baker will work to prevent disputes by reviewing program requirements and expectations early and often. Michael Baker will use the pre-bid and pre-construction conferences to communicate expectations and develop the contractor-homeowner relationship. Michael Baker will check in regularly on project progress to avert disputes.

### RECRUITMENT AND QUALIFICATION OF CONTRACTORS

To supplement the contractors who have previously participated in the program, Michael Baker will solicit interest on the part of additional contractors. Michael Baker will target recruitment of minority- and women-owned businesses and Section 3 firms. Michael Baker will ensure all contractors are not included on the Federal Debarred List, that they are licensed and bonded through the State Contractor's License Board, and that they meet any additional qualifications stipulated by the City. Qualified contractors will be included on the City's roster of contractors qualified to receive program bid solicitations.

### MAINTAIN RECORDS AND REPORTING

As previously indicated, Michael Baker will maintain comprehensive files for each rehabilitation project. Michael Baker will submit the files to the City upon project completion. Michael Baker staff will ensure that the program is administered in accordance with applicable HUD and CDC regulations and will complete all required quarterly, semi-annual, and annual reports to the CDC within the stipulated time frames. Our project manager will attend program-related public meetings or hearings, when requested, and will assist the City in preparing for and coordinating the monitoring of program activities by the CDC. He will also assist the City in preparing documentation required for the continued funding of the program by the CDC.

# MANAGEMENT AND STAFFING

Michael Baker will use our experience, knowledge, and familiarity with the City of Calabasas to assist the City with the administration of its Housing Rehabilitation Program as a seamless extension of City staff.

## PROJECT TEAM

Michael Baker has assembled a well-qualified project team that possesses all of the skills required to successfully provide housing rehabilitation consulting services to the City of Calabasas. Our staff is prepared to perform all of the tasks associated with the operation of the City's Housing Rehabilitation Program identified in the City's RFP. Our project team has considerable experience in developing and implementing housing rehabilitation programs. Our designated project manager has established working relationships with local contractors as the City's prior program administrator and will reach out to those relationships for continuing success. The proposed project team members are listed below.

### MICHEAL NEAL, PROJECT MANAGER

Mr. Neal will serve as project manager and be responsible for the day-to-day operation of the housing rehabilitation program by receiving and processing grant applications, determining the eligibility of applicants, conducting initial inspections and preparing work write-ups and cost estimates, assisting applicants with the selection of contractors, coordinating the packaging and approval of grants, and conducting progress inspections and authorizing the disbursement of progress payments to contractors.

Mr. Neal will serve as Project Manager and will be directly responsible for the operation of the program. He will be the primary contact for the City.

Mr. Neal is uniquely qualified to serve in this capacity with 20 years of experience administering housing rehabilitation programs for 14 Southern California cities using a variety of federal, state, and local funding sources. Most importantly, he successfully administered the City's CDBG-funded Housing Rehabilitation Program for the past six years and, consequently, is very familiar with local housing conditions, the City's CDC-approved Housing Rehabilitation Program Guidelines, and the City's internal procedures and expectations. Moreover, he has worked extensively with local homeowners, contractors, and City staff.

**Michael Baker**

**INTERNATIONAL**

## ALBERT WAROT, PROJECT DIRECTOR

Mr. Warot will serve as project director and be responsible for corporate oversight of the housing rehabilitation services to be provided to the City of Calabasas. He will also be available to provide technical assistance to the project manager, if needed, and assist with meeting reporting requirements and preparing documentation required for the continued funding of the program by the CDC. Mr. Warot has over 40 years of experience in the planning field in California that spans every aspect of planning. Much of his career has been spent administering CDBG, HOME, and other state/federal grant-funded projects and programs for cities across California, including oversight of numerous housing rehabilitation programs. He is quite familiar with the procedures and expectations of the CDC, having served as a member and chairman of the CDC's former City Advisory Committee and as CDBG coordinator for six of the Urban County participating cities.

Mr. Warot will be responsible for corporate oversight of the program and will provide support for Mr. Neal as necessary.

Resumés are presented on the pages that follow.

## Micheal Neal Project Manager

Mr. Neal has 20 years of experience in administering Community Development Block Grant (CDBG)/Home Investment Partnerships (HOME) grants, assisting with the implementation of residential rehabilitation programs, conducting Section 8 Housing Quality Standards inspections, and interpreting and applying provisions of the US Department of Housing and Urban Development rules and regulations pertinent to housing rehabilitation programs and other CDBG/HOME-funded activities.

Team Member since 2013

### Education

BA, Liberal Studies | California State Polytechnic University, Pomona

### Relevant Project Experience

**City of Hawaiian Gardens.** Administered the City's annual CDBG grant.

**City of Norco.** Administered a housing trust/bond-funded housing rehabilitation program.

**City of La Habra.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of Lomita.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Signal Hill.** Administered the City's CDBG program and implemented funded projects and programs.

**City of Redondo Beach.** Managed the City's CDBG-funded Mobility Access/Emergency Repair Program.

**City of Westlake Village.** Administered the City's CDBG-funded housing rehabilitation program.

**City of Calabasas.** Administered the City's CDBG-funded housing rehabilitation program.

**Michael Baker**  
INTERNATIONAL

**City of Temple City.** Assisted with the operation of CDBG, CDBG-R, and Energy Efficiency and Conservation Block Grant (EECBG)-funded housing rehabilitation programs.**City of Beverly Hills.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Calimesa.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of San Bernardino.** Served as project coordinator for the City's EECBG-funded Green Home Makeover Program, working with homeowners and scheduling energy audits and energy efficiency improvements.

**City of Bell Gardens.** Managed the operation of a Redevelopment Agency-funded Housing Rehabilitation Loan and Grant Program.

**City of San Gabriel.** Performed the general administration of the City's annual CDBG program and managed the operation of CDBG-funded housing and commercial rehabilitation programs.

**City of Rosemead.** Performed general administration of the City's CDBG and HOME programs, including compliance with reporting requirements and the management of projects. Assisted with the operation of CDBG-funded public service and residential and commercial rehabilitation programs.

**City of Goleta.** Provided technical assistance in monitoring public services agencies to ensure compliance with federal requirements.

**City of Culver City, Culver City Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

**City of Hawthorne, Hawthorne Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

## **Albert V. Warot** **Project Director**

Mr. Warot has more than 43 years of professional planning experience involving both public and private sector employment. His experience spans all aspects of planning, including current, advance, and environmental planning, as well as housing and community development. As a managing director, Mr. Warot is responsible for managing and overseeing numerous projects in a number of Michael Baker International's service areas.

### **Education**

BS, Geography | Northern Arizona University

### **Relevant Project Experience**

**City of Blythe.** Currently managing the provision of on-call planning services to the City, which has included the updating of the General Plan Housing Element. Previously oversaw the preparation of California Environmental Quality Act (CEQA) documents for a variety of land development projects and managed a project that involved the conversion of existing Riverside County addresses on approximately 2,100 residences and 100 businesses, which had been annexed into the city, to a new city property address numbering system.

**City of Hanford.** Directed the operation of housing rehabilitation programs funded by Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME).

**City of Greenfield.** Directed the administration of a HOME-funded housing rehabilitation program.

**City of Barstow.** Managed the updating of the Housing Element of the City's General Plan.

### **Professional Affiliations and Service**

- American Planning Association
- Association of Environmental Professionals
- National Association of Housing and Redevelopment Official
- Sustainable City Committee, City of Signal Hill
- Oversight Board, City of Signal Hill
- Los Cerritos Wetlands Restoration Advisory Committee, City of Long Beach
- Chairman, City Advisory Committee, Los Angeles Urban County CDBG Program

### **Awards and Honors**

- Distinguished Leadership Award from the Los Angeles Section of the American Planning Association

**City of Westlake Village.** Managed two updates of the Housing Element of the City's General Plan.

**City of Tehama.** Managed a series of CDBG-funded housing studies for the City, which included household income and housing condition surveys and an investigation of potential funding sources to assist low-income residents with housing costs.

**Tulare County.** Managed a CDBG-funded urbanization and blight analysis for the County's Redevelopment Agency that involved approximately 600 parcels in the community of Tipton.

**City of Ontario Redevelopment Agency.** Managed a survey of physical blight conditions for a proposed amendment to the Cimarron Redevelopment Project Area Plan. Managed the provision of on-call redevelopment and planning services to the City and its Redevelopment Agency and Housing Authority.

**City of San Gabriel.** Assisted the City with the administration of its CDBG program.

**City of Marysville.** Assisted the City in securing HOME funding for and subsequently administering a housing rehabilitation program.

**Humboldt County.** Managed a CDBG-funded urbanization and blight analysis involving eight redevelopment survey areas containing approximately 2,200 parcels.

**City of La Puente.** Assisted the City with the administration of its CDBG program. Managed the updating of the General Plan Housing Element.

**City of Bell Gardens.** Assisted the City with the administration of its annual CDBG as needed. Responsible for training City staff in the administration of the grant, providing direction in the formulation and implementation of projects, and satisfying federal reporting requirements. The City has been recognized by the County's Community Development Commission for overall program performance and for the Project of the Year in the Urban County of Los Angeles.

**City of Calimesa.** Managed two prior updates of the City's General Plan Housing Element. Assisted the City with the procurement and general administration of multiple CDBG/HOME grants and the implementation of various CDBG- and HOME-funded activities, including the initiation of a housing rehabilitation program, a park feasibility study, and household income and housing condition surveys.

**City of Cudahy.** Assisted the City with the administration of its CDBG program.

**City of Agoura Hills.** Conducted a community development needs assessment that resulted in the establishment of a CDBG-funded housing rehabilitation program. Coordinated the preparation of guidelines and all other materials needed for the operation of the program.

**Placer County.** Directed the administration of CDBG- and HOME-funded housing rehabilitation programs.

**City of Susanville.** Assisted the City in procuring \$1 million in state CDBG funds for housing rehabilitation purposes and subsequently oversaw the operation of the housing rehabilitation program.

**City of Colusa.** Responsible for oversight of a \$1 million housing rehabilitation program. As a prerequisite to using state CDBG funds, updated the General Plan Housing Element, a process that was completed in a period of five months, including certification by the California Department of Housing and Community Development. Prepared a successful application for \$500,000 in state CDBG funds for continued operation of the program.

**Los Angeles County.** As chairman of the City Advisory Committee for the L.A. Urban County CDBG Program, served as spokesperson for the 48 cities that make up the country's largest urban county program. Served in this position for several years while representing the County's First Supervisorial District as CDBG coordinator from the City of Rosemead.

**City of Torrance.** As the associate planner in charge of community development, responsible for administering an annual CDBG entitlement of \$1.3 million, a rental assistance program involving 254 Section 8 certificates, and the implementation of a redevelopment program consisting of three project areas.

# RELATED EXPERIENCE

Michael Baker is actively engaged in providing an ever-expanding array of housing and community development services to cities across California. The considerable experience of our staff in administering housing rehabilitation programs funded by HUD and the CDC will help to ensure the timely and effective implementation of the City's Housing Rehabilitation Program.

## HOUSING AND COMMUNITY DEVELOPMENT CAPABILITIES

Michael Baker is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 6,000 employees in over 90 offices located across the United States and internationally. Michael Baker is not a small, minority-owned, or woman-owned business.

In February 2015, Michael Baker acquired Pacific Municipal Consultants (PMC). PMC, a California corporation, was a recognized leader in the provision of comprehensive municipal services to clients across California and elsewhere since 1995. As a result of PMC's acquisition, Michael Baker can now offer its clients a full array of housing and community development services, in addition to its extensive urban and environmental planning and engineering capabilities, including housing rehabilitation.

Michael Baker staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as CDBG, Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Redevelopment Agency Low and Moderate Income Housing funds, and tax-exempt bond financing. Due to our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices

### Housing and Community Development Services

- First-time homebuyer, housing rehabilitation, and façade improvement program implementation
- Preparation of grant applications
- Administration of state and federal grant programs
- Housing policy development, implementation, and administration
- Program and project compliance monitoring – CDBG, HOME, LIHTC, NSP
- Relocation services
- Affordable housing portfolio and trust fund management
- Housing elements and affordable housing strategies
- Housing need assessments
- Housing condition and household income surveys
- Labor compliance – Davis-Bacon Act and State Prevailing Wage Law
- Economic development services

and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including HCD, HUD, and the CDC. Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with their changing regulations and procedures. Michael Baker's staff are extremely well qualified to provide the services being requested by the City based on their education, career training, and work experience.

## RELEVANT EXPERIENCE

Michael Baker staff have considerable experience in designing and administering housing rehabilitation programs. The government agencies for which our staff have set up and/or administered such programs are shown in the table below. The funding source for each program is identified. As the title of the table indicates, all programs cited involved the rehabilitation of owner-occupied homes. Additionally, as a result of prior work in Calabasas, Calimesa, Citrus Heights, Elk Grove, Lomita, Rancho Cordova, Westlake Village, and Monterey County, our staff have extensive experience in dealing with the rehabilitation of mobile homes.

### Owner-Occupied Housing Rehabilitation Experience

Agency	Funding Source
City of Beverly Hills*	CDBG
City of Calabasas*	CDBG
City of Calimesa	HOME
City of Citrus Heights	CDBG, CalHome
City of Corona	NSP
City of Elk Grove	CDBG
City of Fort Bragg	HOME
City of Gonzales	HOME
City of Greenfield	HOME, CalHome, RDA
City of La Habra	HOME
City of Lomita*	CDBG
City of Norco	RDA, Tax-Exempt Bonds
City of Rancho Cordova	CDBG, CalHome
City of Redondo Beach	CDBG
City of Sealde	RDA
City of Soledad	HOME, RDA
City of Westlake Village*	CDBG
County of Monterey	CDBG, HOME

\* Jurisdictions that receive funding through CDC

## Related Experience

Brief descriptions of some of the above assignments are provided below.

### **Housing Rehabilitation Program Implementation and Grant Administration, City of Calabasas**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation loan and grant program and assists with the general administration of the City's annual CDBG grant received through the Los Angeles County Community Development Commission (CDC).

### **Housing Rehabilitation Program Implementation and Grant Administration, City of La Habra**

Michael Baker assisted with the setup and implementation of the City's HOME-funded housing rehabilitation program. The City was awarded the HOME grant by HCD.

### **Housing Rehabilitation Program Implementation and Grant Administration, City of Westlake Village**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation grant program and assists with the general administration of the City's annual CDBG grant received through the CDC.

### **Grant Administration and Housing Rehabilitation Programs Implementation, City of Beverly Hills**

Michael Baker administers the City's annual CDBG grant received through the CDC and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation and multi-family handyworker programs.

### **Grant Administration and Program Implementation, City of Lomita**

Michael Baker administers the City's annual CDBG grant received through the CDC and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation program. Michael Baker also performs subrecipient monitoring for CDBG-funded public service programs.

References for several of the above on-going assignments involving the services requested by the City of Calabasas are listed below.

James Latta, Human Services Administrator  
City of Beverly Hills

(310) 285-2535

*Services Provided:* Administration of annual CDBG grant and operation of CDBG-funded single-family housing rehabilitation and multi-family handyworker programs.

*Dates of Service:* 2013-present

**Michael Baker**

**INTERNATIONAL**

Roger Grody, Economic Development Consultant

City of Norco

(951) 270-5644

*Services Provided:* Development of program guidelines and application materials for housing asset and tax-exempt bond-financed housing rehabilitation and first-time homebuyer programs and subsequent administration of programs.

*Dates of Service:* 2014-present

Gary Sugano, Assistant City Manager/Community Development Director

City of Lomita

(310) 325-7110, ext. 121

*Services Provided:* Administration of annual CDBG grant, operation of CDBG-funded single-family housing rehabilitation program, and oversight of management of Lomita Manor conventional public housing project and associated HUD reporting.

*Dates of Service:* 2013-present

Kerry Kallman, Administrative Analyst

City of Westlake Village

(818) 706-1613

*Services Provided:* Administration of CDBG-funded housing rehabilitation program and assistance with general administration of annual CDBG grant.

*Dates of Service:* 2013-present

Daisy Perez, Housing Specialist/Associate Planner

City of La Habra

(562) 383-4111

*Services Provided:* Setup and administration of state HOME-funded housing rehabilitation program.

*Dates of Service:* 2014-present

# COST AND PRICING

## **FEE**

Michael Baker is proposing to provide all of the services requested by the City for a fee not to exceed \$17,000, based on a total program budget of \$85,000. In the event that additional funds are allocated to the program during the course of the fiscal year, our fee would increase, but in no case will exceed the maximum amount allowed for housing rehabilitation activity delivery by the CDC.

## **BILLING RATE**

Mr. Neal's services would be provided on an hourly basis at a rate of \$105.00, for the not-to-exceed fee stated above. This rate is fully burdened and the City will not be charged extra for travel, supplies, or other non-personnel costs. The City will be billed monthly for services rendered, with an itemization of the hours worked per week by Mr. Neal.



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** JUNE 1, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TOM BARTLETT, CITY PLANNER *TB*  
GLENN MICHITSCH, SENIOR PLANNER *GM*

**SUBJECT:** RECOMMENDATION TO APPROVE A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$500,000.

**MEETING DATE:** JUNE 14, 2017

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**SUMMARY RECOMMENDATION:**

That the City Council award a five-year Professional Services Agreement to Rincon Consultants Inc. in the amount of \$500,000.00 (Five Hundred Thousand Dollars and no cents).

**BACKGROUND/DISCUSSION:**

Under State law, the Community Development Department is required to identify and study the environmental impacts of all development projects in the City. Additionally, the City performs various other activities related to the study, analysis, and protection of environmental resources. The Community Development Department relies on various companies to perform these services on behalf of the City and its applicants.

In 2004, the City evolved from contracting with a single environmental consulting firm for all its environmental service needs to a system of having three qualified on-call firms under contract to provide the service. This approach provided more expeditious and less costly service for the City and its applicants. Since August 2014 (the last re-procurement), the three firms under contract to provide these services to the City are Rincon Consultants, Inc., Environmental Science Associates (ESA), and Dudek. Each company was awarded a contract with a not-to-exceed amount of \$400,000.00.

Rincon Consultants, Inc. continues to be heavily utilized on various projects due to their production of high quality work at a lower cost. They have been used on many recent notable projects including the Rondell Oasis Hotel project, the City's Commercial Auto Retail Overlay Zone, and the Canyon Oaks project. Because of the heavy reliance upon Rincon Consultants, Inc., only \$131,000 remain on its contract. Meanwhile, further near-term commitments of approximately \$156,000 for environmental work relating to the West Village project (revision of the former Canyon Oaks project) would put Rincon over the contract's not-to-exceed amount. Since those near-term commitments will use the remaining money on the current contract, and to ensure Rincon's continued availability for future environmental work, staff recommends approval of a new five-year contract for a not-to-exceed amount of \$500,000. The draft professional services agreement can be found in Attachment A.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for these consultant services is accomplished through applicant recoverable deposits (Fund 11), and therefore has no fiscal impact on the City. If the need arises to use the services of Rincon Consultants, Inc., or one of the other contracted environmental services firms, for a City project not covered by a recoverable deposit, then those individual projects must be budgeted separately through the Community Development Department's annual budget. Similarly, other City departments utilizing this professional service may allocate funds through their annual budgets, applicant fees, grants or other sources.

**REQUESTED ACTION:**

That the City Council award a five-year Professional Services Agreement to Rincon Consultants Inc. in the amount of \$500,000.00 (Five Hundred Thousand Dollars and no cents).

**ATTACHMENTS:**

- A Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / Rincon Consultants, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate).
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s May 30, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Additional Services – City Arborist”: The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 “Additional Services – Cultural Resources”: The City may require that Consultant provide services related to cultural resource evaluation and protection.
- 3.4 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s August, 2016 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 “Commencement Date”: July 1, 2017.
- 3.6 “Expiration Date”: July 1, 2022.

**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 Five Hundred Thousand Dollars (\$500,000.00) 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. Mr. Joe Power 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.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds.

Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be 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: Tom Bartlett  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7325

If to Consultant:

Rincon Consultants, Inc.  
180 N. Ashwood Avenue  
Ventura, CA 93003  
Telephone: (805 ) 644-4455

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”**  
Rincon Consultants, Inc.

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

By: \_\_\_\_\_  
Michael P. Gialketsis, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Power, Vice President

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

EXHIBIT B  
APPROVED FEE SCHEDULE



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: RECOMMENDATION TO AWARD FIVE-YEAR PROFESSIONAL SERVICES AGREEMENTS TO VENCO WESTERN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE COMMON AREAS LOCATED WITHIN THE HOMEOWNER ASSOCIATIONS: CALABASAS COUNTRY ESTATES, ZONE 4, \$277,693.00; AND CLAIRIDGE, ZONE 10, \$402,876.00 WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS.**

**MEETING**

**DATE: JUNE 14, 2017**

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**SUMMARY RECOMMENDATION:**

Recommendation to award a five-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the total amounts of: Calabasas Country Estates, Zone 4, \$277,693.00; and Clairidge, Zone 10, \$402,876.00 per contract plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Venco Western, Inc. in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

**BACKGROUND:**

The City’s current contractor for landscape maintenance service at Calabasas Country Estates, HOA, and Clairridge, HOA is Venco Western, Inc. These are three-year contracts with no contract extensions and the contracts expire on June 30, 2017.

Each of the two aforementioned Homeowner Association Boards submitted written letters noting their satisfaction with the level of professionalism of the services provided by Venco Western and expressly requested that Venco Western be retained as their provider of landscape maintenance services.

In the nature of an extension of their existing contracts, the new contracts will be under the same terms and conditions but for five years with no contract extensions.

**DISCUSSION/ANALYSIS:**

In general, the scope of this contract consists of, but is not limited to landscape maintenance of landscape spaces, including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Maps on file.

The yearly contract amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences. See tables below:

<b>Calabasas Country Estates HOA</b>					
	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
Landscape Maintenance	\$ 27,900.00	\$ 28,458.00	\$ 29,027.00	\$ 29,608.00	\$ 30,200.00
Irrigation Repairs	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Landscape Refurbishment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tree Removal	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Tree Trimming	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Totals Per Year</b>	<b>\$ 54,400.00</b>	<b>\$ 54,958.00</b>	<b>\$ 55,527.00</b>	<b>\$ 56,108.00</b>	<b>\$ 56,700.00</b>
				<b>Contract Total</b>	<b>\$ 277,693.00</b>

<b>Clairidge HOA</b>					
	<b><u>17-18</u></b>	<b><u>18-19</u></b>	<b><u>19-20</u></b>	<b><u>20-21</u></b>	<b><u>21-22</u></b>
Landscape Maintenance	\$ 48,900.00	\$ 49,878.00	\$ 50,876.00	\$ 51,894.00	\$ 52,932.00
Irrigation Repairs	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Landscape Refurbishment	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
Pest Abatement	\$ 6,600.00	\$ 6,600.00	\$ 6,732.00	\$ 6,732.00	\$ 6,732.00
Tree Removal	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Tree Trimming	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Totals Per Year</b>	<b>\$ 78,500.00</b>	<b>\$ 79,478.00</b>	<b>\$ 80,608.00</b>	<b>\$ 81,626.00</b>	<b>\$ 82,664.00</b>
				<b>Contract Total</b>	<b>\$ 402,876.00</b>

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds for these contracts are utilized from the following Fund 22: Landscape Maintenance District 22, 22-322-5712-xx assessment accounts:

Calabasas Country Estates	22-322-5712-04
Clairidge	22-322-5712-10

An annual Consumer Price Index (CPI) increase built into the contract language, beginning with the second year of the contract and continuing each year until the end of the contract. The percentage amount of the increase is determined annually by the city’s chief financial officer. The monies for this CPI increase will come from the same budgeted Fund 22 account codes.

The cost of certain additional work is presented in the Unit Price List and is considered to be Extra Work. Funding for extra work comes from Fund 22: Landscape Maintenance District 22 assessment accounts designated for each LLAD 22 HOA. If funds are available, the HOAs may request to utilize them for extra work. Extra work will be performed upon written approval by the city landscape manager.

The contract totals: Calabasas Country Estates, \$277,693.00; and Clairidge, \$402,876.00, will be funded using Landscape Lighting Act District 22 (Zones 4 and 10 respectively).

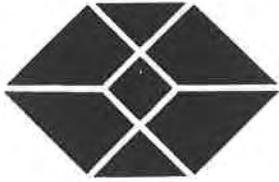
Staff recommends that funding be approved and that the budget be adjusted accordingly.

**REQUESTED ACTION:**

Move to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the Homeowner Associations of Calabasas Country Estates, Zone 4, and Clairidge, Zone 10, within Landscape Lighting Act District 22 in the City of Calabasas.

**ATTACHMENTS:**

- Attachment 1: Letters from Calabasas Country Estates, and Clairidge Homeowners Associations requesting Venco Western Inc. continue landscape maintenance services
- Attachment 2: Professional Services Agreements



**ROSS MORGAN  
& COMPANY, INC., AAMC®**

*"An Accredited Association Management Company"*

Sherman Oaks Calabasas Valencia Palmdale Saugus

23901 Calabasas Road, Suite 2004  
Calabasas, CA 91302  
PO Box 8782, Calabasas, CA 91372  
(Please forward all mail to PO Box address)  
(818) 225-9191  
(805) 581-4833  
Fax (818) 591-3044

May 17, 2017

Heather Melton  
Landscape Maintenance District Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Ms. Melton:

This letter is sent at the request of the Board of Directors for **Clairidge Homeowners Association**. It has been requested that the Landscape and Lighting Act District 22 for the City of Calabasas retains Venco Western, Inc. as the landscape contractor for this association to conduct its landscape maintenance, and that the same monthly cost will be in effect for the next five (5) years with the option of only the CPI increase, as stated.

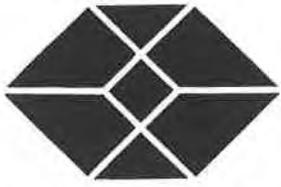
Thank you very much.

Sincerely,

Ida Worth, CMCA, AMS  
Community Manager

cc: Board of Directors





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& COMPANY, INC., AAMC®**

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Sherman Oaks Calabasas Valencia Palmdale Saugus

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(805) 581-4833  
Fax (818) 591-3044

May 17, 2017

Heather Melton  
Landscape Maintenance District Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Ms. Melton:

This letter is sent at the request of the Board of Directors for **Calabasas Country Estates Owners Association**. It has been requested that the Landscape and Lighting Act District 22 for the City of Calabasas retains Venco Western, Inc. as the landscape contractor for this association to conduct its landscape maintenance, and that the same monthly cost will be in effect for the next five (5) years with the option of only the CPI increase, as stated.

Thank you very much.

Sincerely,

Ida Worth, CMCA, AMS  
Community Manager

cc: Board of Directors

*Proudly serving our clients since 1982*



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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s June 2, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s June 2, 2017 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2017.
- 3.4 “Expiration Date”: June 30, 2022.

**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 Two Hundred Seventy Seven Six Hundred Ninety Three Dollars (\$277,693.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

provisions of existing law.

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

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

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

## **6. COMPENSATION**

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

requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

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

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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Linda Burr, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK/APPROVED FEE SCHEDULE**

1. 5 years plus potential CPI = \$145,193.00
  
2. Other work as required/approved by City, Not to Exceed = \$132,500.00

Total Amount = \$277,693.00

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Clairidge Homeowners Association.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s June 2, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s June 2, 2017 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2017.
- 3.4 “Expiration Date”: June 30, 2022.

**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 Four Hundred Two Thousand Eight Hundred Seventy Six Dollars (\$402,876.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

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

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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Linda Burr, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK/APPROVED FEE SCHEDULE

1. *5 years plus potential CPI = \$254,480.00*
  
2. *Other work as required/approved by City, Not to Exceed = \$148,396.00*

*Total Amount = \$402,876.00*

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ANTHONY M. COROALLES, CITY MANAGER**

**SUBJECT: RECOMMENDATION TO ALLOCATE \$65,000 FROM THE FY 2017-2018 GENERAL FUND TO THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JOINT POWERS AUTHORITY**

**MEETING DATE: JUNE 14, 2017**

---

**SUMMARY RECOMMENDATION:**

That the City Council approve the Board of Directors of the Agoura Hills/Calabasas Community Center Joint Powers Authority's (JPA) request to allocate \$65,000 from the FY 2017-2018 General Fund.

**BACKGROUND:**

Each year the JPA requests that the Cities of Agoura Hills and Calabasas allocate a portion of general funds to support essential facility maintenance and operations of the Community Center. The JPA is formally requesting (see attached) \$65,000 from each city from the FY 2017-2018 General Fund. The \$15,000 per City increase will directly fund the post-employment healthcare liability (OPEB).

**RECOMMENDATION:**

That the City Council approve the Agoura Hills/Calabasas Community Center Joint Powers Authority Board of Directors' request to allocate \$65,000 from the FY 2017-2018 General Fund.

**ATTACHMENT:**

Request letter from the Agoura Hills/Calabasas Community Center Joint Powers Authority's Board of Directors.



## AGOURA HILLS/CALABASAS COMMUNITY CENTER

May 15, 2017

City Council  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Council Members,

On behalf of the Agoura Hills / Calabasas Community Center Joint Powers Authority, we would like to thank the City of Calabasas for its continued support. The Community Center provides recreation, wellness and educational opportunities for the members of our communities as an extension of our cities' community service departments.

Each year the JPA Board of Directors requests that the cities of Agoura Hills and Calabasas allocate a portion of general funds to support essential facility maintenance and operations of the Community Center. *The JPA Board of Directors formally requests \$65,000 from each city for the 2017/2018 fiscal year.* The \$15,000 per city increase will directly fund the post-employment healthcare liability (OPEB).

In efforts to achieve best fiscal practices and reduce risk and liabilities, the Community Center developed financial strategies which include funding of the Center's OPEB liability. As of June 30, 2016 the Community Center had a net obligation of \$156,143 as reflected in our financial statements. Based on the current valuation, over the next 10 years annual contributions of approximately \$30,000 will satisfy the net OPEB obligation reducing long-term risk and financial liabilities.

The Community Center's Executive Director, Annemarie Flaherty, is available to attend upcoming meetings to answer questions and provide additional information she has prepared.

Thank you for your support.

Sincerely,

James R. Bozajian  
Chair  
Board of Directors, Agoura Hills / Calabasas Community Center

Alicia Weintraub  
Member  
Board of Directors, Agoura Hills / Calabasas Community Center



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
HEATHER MELTON, LANDSCAPE DISTRICTS MAINTENANCE  
MANAGER**

**SUBJECT: ADOPTION OF RESOLUTION 2017-1550, APPROVING A FINAL ENGINEER'S REPORT IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27, 32 AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR SUCH DISTRICTS FOR FISCAL YEAR 2017-2018.**

**MEETING**

**DATE: JUNE 14, 2017**

---

**SUMMARY RECOMMENDATION:**

That the City Council hold a public hearing regarding the annual landscape districts assessments.

**BACKGROUND:**

The City of Calabasas administers the following four landscape assessment districts pursuant to the Landscaping & Lighting Act of 1972:

- Landscape Lighting Act District No. 22 – Calabasas Park Area (LLAD 22)
- Landscape Lighting Act District No. 24 – Lost Hills Road & The Saratogas (LLAD 24)
- Landscape Lighting Act District No. 27 – Las Virgenes Road (LLAD 27)

Landscape Lighting Act District No. 32 – Agoura Road/Lost Hills Road  
Commercial District (LLAD 32)

The Districts were transferred to the City from Los Angeles County on July 1, 1995. In 1997, in compliance with new requirements imposed by the adoption of Proposition 218 in 1996, the assessments were submitted to property owners in an assessment ballot proceedings. Subsequent rate increases in some of the zones of the districts have also been approved following a balloting proceeding.

On April 26, 2017, the City Council approved resolutions initiating annual proceedings in connection with these districts and declaring the council's intention to impose assessments for Fiscal Year 2017-18.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to hold a public hearing on the annual landscape districts assessment and to adopt Resolution No. 2017-1550 approving the Final Engineer's Report in connection with Landscape Lighting Act District Nos. 22, 24, 27, and 32 and Confirming Diagrams and Assessments for such districts.

In addition, this year the City will implement a 1.89% CPI inflation adjustment to Landscape Maintenance District No. 22 and Landscape Lighting Act Districts 22, 24, 27 and 32.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding sources:

- Division: 326 – LMD 22
- Division: 322 – LLAD 22
- Division: 323 – LLAD 24
- Division: 324 – LLAD 27
- Division: 325 – LLAD 32

**REQUESTED ACTION:**

Following the public hearing, that City Council adopt Resolution No. 2017-1550 approving a Final Engineer's Report in connection with Landscape Lighting Act District Nos. 22, 24, 27, and 32 and Confirming Diagrams and Assessments for such districts.

**ATTACHMENTS:**

1. Resolution 2017-1550
2. Final Engineer's Report

**ITEM 9 ATTACHMENT 1  
RESOLUTION NO. 2017-1550**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A FINAL ENGINEER'S REPORT IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 & 32 AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR SUCH DISTRICTS.**

**WHEREAS**, by its Resolution No. 2017-1549, the City Council declared its intention to levy and collect assessments for Fiscal Year 2017-18 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscape and Lighting Act of 1972 (California Streets & Highways Code Section 22500 et seq.) (the "Assessment Law"); and

**WHEREAS**, on June 14, 2017, the City Council held a full and fair public hearing at which all interested persons could give oral and written testimony with respect to the Fiscal Year 2017-18 assessment, which is at the same rate as in effect in Fiscal Year 2016-2017 plus 1.89% CPI inflation adjustment; and

**WHEREAS**, the City Council has considered all oral and written testimony and protests with respect to the proposed assessment for Fiscal Year 2017-18; and

**WHEREAS**, the City Council desires to cause the levy and collection of assessments for Fiscal Year 2017-18 in the Districts;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. The forgoing recitals are each true and correct.

SECTION 2. The City Council hereby approves the Final Report of Anderson-Penna Partners and the City Engineer, as Assessment Engineers, entitled Final Engineer's Report for the Landscape Lighting Act Districts, and dated June 14 2017, which is on file in the Office of the City Clerk and available for public inspection. Any protests against the proposed assessments for Fiscal Year 2017-18 are hereby overruled.

SECTION 3. The Diagram and Assessment contained within such Report is hereby approved pursuant to Section 22631 of the Assessment Law.

SECTION 4. The adoption of this Resolution constitutes the levy of the assessment within each of the Districts for Fiscal Year 2017-18.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of June, 2017.

---

Mary Sue Maurer, Mayor

ATTEST:

---

Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

---

Scott H. Howard, City Attorney  
Colantuono Highsmith & Whatley

**CITY OF CALABASAS**

**FINAL ENGINEER'S REPORT**

**LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 & 32  
(1972 Act Districts)**

**FISCAL YEAR 2017-18**



***CITY of CALABASAS***

**Landscape Lighting Act District No. 22 (CALABASAS PARK AREA)**

**Landscape Lighting Act District No. 24 (LOST HILLS ROAD & THE SARATOGAS)**

**Landscape Lighting Act District No. 27 (LAS VIRGENES ROAD)**

**Landscape Lighting Act District No. 32 (AGOURA ROAD/LOST HILLS ROAD COMMERCIAL  
DISTRICT)**

**June 14, 2017**

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2017-18**

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**CITY OF CALABASAS  
LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2017-18**

**BACKGROUND AND INTRODUCTION**

**BACKGROUND**

Prior to the incorporation of the City of Calabasas, the County of Los Angeles formed the following Districts pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*):

Landscape Lighting Act District No. 22 (CALABASAS PARK AREA) (Formed in 1979)

Landscape Lighting Act District No. 24 (LOST HILLS ROAD AND THE SARATOGAS) (Formed in 1984)

Landscape Lighting Act District No. 27 (LAS VIRGENES ROAD) (Formed in 1984)

Landscape Lighting Act District No. 32 (AGOURA ROAD/LOST HILLS ROAD COMMERCIAL DISTRICT) (Formed in 1989)

In July 1995, the County of Los Angeles transferred all four Districts to the City of Calabasas.

These 1972 Act Districts fund landscape maintenance services and are funded by annual benefit assessments levied against each parcel in each District. The word "lighting" was apparently included in their names as a reference to the Landscaping and Lighting Act of 1972.

In Fiscal Year 1997-98, assessment ballot proceedings were conducted pursuant to Proposition 218 (Articles XIII C and XIII D of the California Constitution) for each of the four Districts. There was not a majority protest against any of the assessments, and the assessment methodology was approved by the City Council. The approved methodology reserved to the City Council the right each year to implement an inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because landowners in the Fiscal Year 1997-98 assessment ballot and subsequent ballotings authorized these adjustments.

**INTRODUCTION**

This report was prepared in response to the City Council action ordering a report for the levy of assessments for the fiscal year commencing July 1, 2017 and ending June 30, 2018. This report is prepared in compliance with the requirements of Proposition 218, and the Landscaping and Lighting Act of 1972.

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2017-18, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the same rate as was in effect in Fiscal Year 2016-17, plus a 1.89% CPI inflation adjustment as recommended by the City of Calabasas' Chief Financial Officer. As the assessments are levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

### Landscaping Improvements

These Districts provide for the installation, operation, maintenance, and servicing of landscape improvements. The Landscaping and Lighting Act of 1972 allows the Districts to provide funding for the installation, maintenance, operation, servicing and administration of the following landscape improvements:

- The installation or planting of landscape;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscape, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape,
- Cleaning and sandblasting to remove or cover graffiti;

“Servicing” means the furnishing of:

- Water for irrigation of any landscaping, operation of any fountains or maintenance of any other improvements;
- Electrical current or energy, gas, or other illuminating agent for any public lighting facilities or for lighting or operation of any other improvements.

Note that the four Districts do not necessarily provide every service authorized under the 1972 Act. For example, while these Districts provide electrical current to power irrigation systems, fountains, landscape lighting, Calabasas Lake aeration systems, and Association Park lake sidewalk lighting, they do not fund LLAD residential or commercial district street lighting.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
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**PLANS AND SPECIFICATIONS**

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office. The items listed below are incorporated into this Engineer's Report by reference.

The lines and dimensions of each lot or parcel within the Assessment Districts are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

Plans and specifications showing each District's exterior boundaries; and indicating the general nature, location and extent of improvements.

For Landscape Lighting Act District No. 22, each member HOA has an individual maintenance contract. The member HOAs have been designated as "Zones"; each Zone has been given a number. The City has on file for each Zone a maintenance contract listing the work contracted and a diagram(s) detailing maintenance service work areas.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
FINAL ENGINEER'S REPORT  
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**IMPROVEMENTS**

The landscape lighting act Districts provide funds for the operation, maintenance and services for the landscape improvements in each District. District Nos. 22, 24, 27, and 32 typically may provide the following landscape maintenance services for the improvements listed in each District below:

- Installation, maintenance, repair, removal or replacement of landscape improvements in a manner that provides for the life, growth, health, and beauty of the landscape;
- Tree installation, tree trimming or tree removal;
- Landscape rodent and pest control;
- Fertilization or treating for plant disease or injury;
- Removal of trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Graffiti removal;
- Maintenance, repair, and replacement as necessary of all irrigation systems;
- Energy costs of the irrigation control system;
- Furnishing of irrigation water;
- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety.

The landscape improvements maintained by each District are generally described as follows:

**Landscape Lighting Act District No. 22**

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA) referred to as "Zones". The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

**Landscape Lighting Act District No. 24**

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

**Landscape Lighting Act District No. 27**

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkways, center medians, and street trees.

**Landscape Lighting Act District No. 32**

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes center medians and street trees.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
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**ESTIMATE OF COST**

The estimated budget for Fiscal Year 2017-18 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2017, is projected from 2016-2017 budget year. These fund balances are used to finance all work from July 1, 2017 until June 30, 2018. The first deposit from the County Assessor's Office to the District's accounts is December 2017. The projected carryover from FY 2017-18 will be the beginning fund balance for Fiscal Year 2018-2019 and so forth.

CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 SOURCES AND USES FOR FY 2017-18				
	LLAD 22	LLAD 24	LLAD 27	LLAD 32
<u>SOURCES</u>				
BEGINNING BALANCE (Est.)	573,200	-	65,500	(3,200)
BENEFIT ASSESSMENT *	2,889,500	194,600	269,200	32,200
OTHER CITY FUNDS	1,000,000	-	-	-
INTEREST	8,600	-	1,000	-
<b>TOTAL SOURCES</b>	<b>4,471,300</b>	<b>194,600</b>	<b>335,700</b>	<b>29,000</b>
<u>USES</u>				
CITY ADMINISTRATIVE COSTS (SALARIES, CONSULTANTS, INCIDENTAL COSTS, ETC.)	128,900	10,700	3,700	2,800
UTILITIES (IRRIGATION WATER & ELECTRICAL TO POWER IRRIGATION CONTROLLERS)	730,900	45,800	5,100	7,900
MAINTENANCE CONTRACTS/PEST CONTROL	1,287,800	98,700	182,500	18,300
TREE MAINTENANCE (INSTALLATION, TRIMMING, REMOVALS)	361,700	20,700	1,600	-
FIRE BREAK / BRUSH CLEARANCE	144,300	9,200	-	-
GENERAL BENEFIT LANDSCAPING IMPROVEMENTS	1,000,000	-	-	-
<b>TOTAL USES</b>	<b>3,653,600</b>	<b>185,100</b>	<b>192,900</b>	<b>29,000</b>
<b>ENDING BALANCE CARRYOVER</b>	<b>817,700</b>	<b>9,500</b>	<b>142,800</b>	-

\*Other City Funds – funds the maintenance of general benefit landscape improvements. See LLAD No. 22 General Benefit.

The City of Calabasas' Chief Financial Officer provided the FY 2017-18 Budget Sources and Uses and Consumer Price Index increase 1.89%.

The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
FINAL ENGINEER'S REPORT  
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**METHOD OF APPORTIONMENT OF ASSESSMENT**

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent ballotings authorized these adjustments.

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Riverside-Orange County Area ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For Fiscal Year 2017-18, Landscape Lighting Act District Nos. 22, 24, 27, and 32 assessments will be increased by 1.89% annual CPI inflation adjustment per the City of Calabasas' Chief Financial Officer.

Each District will be discussed in terms of background, special benefit, general benefit, and assessment formula. Certain terms used throughout the Method of Assessment are defined below.

**DEFINITIONS**

**Special Benefit:** Articles XIII C and XIII D of the California Constitution define special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit.'" The following Method of Apportionment of Assessment for each District analyzes the special benefit each parcel receives from the improvements funded in each District. The cost of landscape maintenance is distributed to parcels in each District based on the special benefit each parcel receives by an assessment formula. Within the Districts, zones of benefit may be designated based on spreading the cost of the improvements associated with each Zone over the parcels within that Zone.

Each assessed parcel within each District receives a particular and distinct Special Benefit from the improvements. The operation and maintenance of the landscape improvements provides a Special Benefit to the parcels within each District even though there may not be landscaping immediately adjacent to a particular parcel. Special Benefits associated with landscaped improvements are:



- The proper maintenance of landscape along streets provides noise abatement and visual barriers to reduce the negative impact of the streets upon nearby parcels within the District.
- Landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for fire safety.
- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscape.
- Having properly maintained landscape readily accessible to properties within the District means the owners of the assessed parcels may enjoy the benefits of having such improvements available for use while avoiding the effort and expense of individually installing and maintaining similar improvements.
- Where the District is providing maintenance along easements on privately held property, it is providing landscape services that otherwise would be direct expenses of the owners of such property.
- State and City laws generally hold property owners individually responsible for the safe and proper maintenance of their frontages.

**Zones:** Landscape Lighting Act District No. 22 (1972 Act District) Calabasas Park Area has been divided into "Zones" of benefit by individual communities or neighborhoods that receive distinct Special Benefit. In most cases, Zones are defined by the boundaries of a homeowners association. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. The landscape maintenance activities that provide a Special Benefit are separately identified by the City for each Zone. Based on an assessment formula, the cost of these landscape maintenance activities is then spread to the parcels within that Zone.

**Assessment Units:** The assessment units assigned to each parcel are used in the assessment formula to compute the assessment amount. If the zone has one single land use, then each parcel is assigned one assessment unit. Where more than one land use exists within a zone, traffic generation factors are used as a means to define the benefit a single family residence receives as compared to an apartment or a commercial property. The following traffic generation factors for the City of Calabasas and resulting Assessment Units are incorporated in this Report. Per Parcel

Land Use	Traffic Generation Factor	Assessment Unit
Single Family Residential (Houses and Condominiums)	10 trips per day	1.0 (10 trips/10 trips) per parcel
Multi-Family Residential (Apartments)	6 trips per day	0.6 (6 trips/10 trips) per unit
Commercial Parcel	40 trips per day	4.0 (40 trips/10 trips) per acre

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98. Due to minor changes in development in the area since this time, these results continue to be representative of the traffic generated in the assessment district.

The Method of Assessment for each District is provided in the following sections.

**LANDSCAPE LIGHTING ACT DISTRICT NO. 22 (1972 ACT DISTRICT)  
(CALABASAS PARK AREA)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For Fiscal Year 2017-18, Landscape Lighting Act District No. 22 (LLAD 22) assessments will be levied based on previously approved methodology and will be levied at the same rate as in Fiscal Year 2016-17 with a 1.89 % annual CPI inflation adjustment.

**IMPROVEMENTS**

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA). The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

LLAD 22 provides funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Providing for the life, growth, health, and beauty of landscape, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;

- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety;
- Landscape rodent and pest control;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for irrigation of any landscape, operation of any fountains or maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to Landscape Lighting Act District No. 22 (1972 Act). The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

#### **GENERAL BENEFIT**

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

In LLAD 22, certain portions of improvements are identified as providing general benefit. The costs associated with these improvements are not included in the LLAD 22 budget assessed to parcels in the District. Instead, these costs are funded through Landscape Maintenance District No. 22 (LMD 22), via an existing ad valorem tax levy. Proposition 218 does not govern the ad valorem levy, and the proceeds of this ad valorem levy may be used toward any landscape improvements providing general benefit within the LMD 22/LLAD 22 boundary.

The following landscape improvements provide general benefit and are funded solely by LMD 22, via the existing ad valorem tax levy and are not funded by LLAD 22. Maintenance of landscape on major thoroughfare roadways, including portions of Calabasas Road, Civic Center Way, Park Capri, Park Entrada, Park Granada, median islands on Park Helena and Park Sienna, Park Ora, certain parkway areas on Park Sorrento, Parkway Calabasas, Association Park, Calabasas Lake, and natural areas such as McCoy Creek, and open space areas within the district boundary.

The roadways are thoroughfares for the community, providing access to schools, shops, freeways, and recreational facilities, and therefore, confer a General Benefit to the community. The landscape along these streets includes parkway landscape that serves to improve the stabilization of slopes adjacent to these roadway sections within the District.

#### **SPECIAL BENEFIT**

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.



The local landscape improvements associated within member homeowner associations, provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit.

In order for the methodology to be in compliance with Articles XIII C and XIII D of the California Constitution, a thorough study of the landscape funded by the District was performed in 1997-98. The District was divided by tracts into member homeowner associations and a commercial district that are called "Zones". These Zones receive distinct special benefit. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. Each Zone's specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within that Zone.

The landscape maintenance activities that provide a Special Benefit have been determined for each Zone. The LLAD 22 Zones are as follows:

Bellagio	Calabasas Country Estates	Calabasas Hills
Classic Calabasas Park	Calabasas Park Estates	Calabasas Rd. Commercial*
Clairidge	Las Villas	Oak Creek
Oak Park	The Oaks of Calabasas **	Palatino
	Vista Pointe	Westridge

\* Calabasas Rd. Commercial includes Old Town

\*\*The Oaks of Calabasas Zone is comprised of The Oaks of Calabasas and The Estates of The Oaks of Calabasas HOAs.

A complete landscape maintenance service level was developed for each Zone to determine the Zone's aggregate LLAD 22 assessment levy and detail the Special Benefit each Zone receives from the District.

The aggregate LLAD 22 assessment levy for each Zone includes costs associated with maintaining improvements that specially benefit the given Zone. Many of the costs are for local landscape improvements that can be accessed only by member homeowner association parcel owners, their tenants, or guests. In virtually all cases, the improvements were part of a condition of development and the assessed properties are responsible for the ongoing landscape maintenance.

**PARCEL CLASSIFICATION**

These costs are apportioned to each parcel within each Zone based on the Special Benefit associated with the type of land use. The benefit relationship between land uses is based on the assignment of vehicle trip generation factors. Trip rates are used as a measure of benefit because they are a representative land use comparison factor for the type of improvements being funded, namely street landscape, slopes, common areas, parks, and open space. From the traffic generation factors Assessment Units are calculated. The Assessment Unit for each land use is computed based on its traffic generation compared to the traffic generated by a single-family residence.

*Single Family Residence* parcels in the City of Calabasas generate an average of 10 trips per day. A parcel is classified as a Single Family Residential use upon recordation of a subdivision map for houses

or condominiums. The Single Family Residences are assigned the base Assessment Unit of 1 and are used as the basis of comparison for all other land uses in the District.

At this time, there are no *Multiple Family Residential* parcels (apartments) in the District. If at a later date, any parcel in the District comes under this land use, it would be assessed to reflect the available data that indicates Multiple Family Residential. Parcels in the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned  $20 \times 0.6 = 12$  Assessment Units.

*Residential Vacant* (unsubdivided but buildable) property receives a Special Benefit from the improvements as a result of the increased desirability of a parcel that is located in an area with landscape and park amenities. In addition, vacant parcels specially benefit from the availability of a landscape program and access to the City's landscape manager.

*Commercial* property within the City of Calabasas generates on average 40 trips per day. Therefore, the Assessment Units assigned to a commercial property is 4.0 Assessment Units per acre. At this time, all commercial properties in the District are within the Calabasas Road/ Old Town Commercial Zone, which also encompasses the Old Town Master Plan area. The commercial properties in the Calabasas Road/ Old Town Commercial Zone receive benefit from Calabasas Road maintenance. The cost for these specific improvements will be distributed to the properties within the Zone based on each parcel's land area (acreage).

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District, benefit from the landscape improvements to their parkway maintenance, as do other similar parcels. The only Public Agency parcels subject to the assessment are the Civic Center and the Tennis and Swim Center. For purposes of the assessment, these parcels are considered part of the Calabasas Road Commercial/Old Town Master Plan Zone. Therefore, the Civic Center and the Tennis and Swim center will receive the same per acre charge as the Commercial properties in the Calabasas Road Commercial/Old Town Master Plan Zone.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' properties do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the property owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

#### **FORMULA OF ASSESSMENT**

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to determine each parcel's assessment. See Exhibit A for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.



For example, a Zone that only has single-family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**LANDSCAPE LIGHTING ACT DISTRICT NO. 24 (1972 ACT DISTRICT)  
(LOST HILLS)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For the Fiscal Year 2017-18, the assessments in Landscape Lighting Act District No. 24 (LLAD 24) will be levied at the same rate as in Fiscal Year 2016-17 plus a 1.89% CPI annual inflation adjustment.

**IMPROVEMENTS**

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

Roadways with landscape in the public right-of-way includes landscaped center medians, trees, and adjacent turf areas that are conditions of development and are maintained by the District to soften and mitigate the impacts of traffic on the residential tracts within the District. The landscape improvements are located on the residential roadway serving the Malibu Lost Hills community, including Lost Hills Road south of Malibu Hills Road to Las Virgenes Road, Calabasas Hills Road, Meadow Creek Lane, portions of Las Virgenes Road, and designated slope areas along Las Virgenes Creek.

LLAD 24 provides funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

•  
“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;

- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety;
- Landscape rodent and pest control;
- Trimming or removal of trees.

“Servicing,” means the furnishing of:

- Water for the irrigation of any landscape, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to the Landscape Lighting Act District No. 24 (1972 Act) herein referred to in this section as LLAD 24. The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

#### **GENERAL/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The maintenance of landscape improvements within street right-of-way and open space located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit, and the special benefits associated with the landscaped improvements include:

- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscaping.
- Public rights-of-way with landscaped center medians, trees, and adjacent turf areas maintained by the District provide noise abatement and visual barrier to mitigate the negative impact of streets upon nearby parcels within the District.
- The special benefits derived from the maintenance of these landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for safety.
- Additional special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City landscaping for streets includes minimal median and parkway landscape. The City policy, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, there is no general benefit from the funded improvements.

#### **FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to each Zone within the District was performed. Specific usage and services were identified by zones of benefit to determine the level of benefit received by each Zone within the District. The District was divided into naturally bounded communities, usually by tracts, but sometimes by street boundaries, and within each community, there is a single residential land use. The Zones located within the District are as follows:

City of Calabasas  
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Archstone Calabasas	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

*Residential Parcels* within the District all receive direct and special benefit. All of the parcels in this District are residential and each parcel is assigned 1 Assessment Unit per parcel.

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. However, at this time, there are no Public Agency parcels in LLAD 24.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit B for the Landscape Lighting Act District No. 24 (1972 Act) Assessments by Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**LANDSCAPE LIGHTING ACT DISTRICT NO. 27 (1972 ACT DISTRICT)  
(LAS VIRGENES)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For Fiscal Year 2017-18, the assessments in Landscape Lighting Act District No. 27 (LLAD 27) will be levied at the same rate as in Fiscal Year 2016-17 plus a 1.89% CPI annual inflation adjustment.

For Fiscal Year 2016-17, the City of Calabasas, at the request of Mont Calabasas member homeowner association (HOA) Board of Directors, proposed annexing Mont Calabasas HOA Zone into Landscaping Lighting District No. 27 (LLAD27). In compliance with Proposition 218, the proposed annexation into the District and assessment was submitted to the property owners via mailed ballots. The ballots were tabulated at the June 22, 2016 Council Meeting and 77.78% of the ballots returned were in favor of annexation. By Resolution No. 2016-1504, the Council adopted Mont Calabasas annexation into District No. 27.

**IMPROVEMENTS**

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkway, center medians, and street trees.

The area of landscape improvements generally referred to as Las Virgenes Road are: On Las Virgenes Road, the east sidewalk and center medians beginning at 3560 Las Virgenes Road and continuing north to Thousand Oaks Blvd.; on Las Virgenes Road north of Thousand Oaks Blvd., the east sidewalk area north to the end of Las Virgenes Rd.; at the northwest corner of Thousand Oaks Blvd. and Ruthwood Drive the public right-of-way area located immediately behind the sidewalk; on the south side of Thousand Oaks Blvd., the sidewalk area from Las Virgenes Road to the flood control channel; and the sidewalk area on the north side of Thousand Oaks Blvd. from Las Virgenes Road to Ruthwood Drive.

For the Mont Calabasas HOA Zone, the improvements include the maintenance of Las Virgenes Road as described above and in addition, provides for the maintenance of landscape of common areas and open space areas located within the Zone. The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape may also include greenbelt and slope areas, as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;
- Landscape rodent and pest control;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscaping, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to Landscape Lighting Act District No. 27 (1972 Act) herein referred to in this section as LLAD 27.

#### **GENERAL BENEFIT/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements within the street right-of-way located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City performed landscape for arterial streets in the City includes minimal median and parkway landscape maintenance. The City policy, therefore, is to have fronting property in the District fund the enhanced landscape maintenance, operation, and servicing of arterial streets. The parcels in the District are funding only the cost of their frontage landscape maintenance. As a result, there is no General Benefit from the funded improvements.

#### **Special Benefit –Mont Calabasas HOA Zone**

The Mont Calabasas HOA Zone special benefit includes the maintenance of landscape within Las Virgenes Road street right-of-way. In addition, the special benefit also includes areas to be maintained by LLAD 27 which are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 27 for landscape maintenance purposes.

The local landscape improvements associated within the Mont Calabasas HOA Zone, provide special benefits to the properties within the Mont Calabasas HOA, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within the member homeowner association are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to



special benefit. The specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within the Mont Calabasas HOA Zone.

**FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to zones of benefit within the District was performed. Specific usage and services were identified for each Zone to determine the level of benefit received by each Zone within LLAD 27. The District was divided into naturally bounded neighborhoods, usually by tracts, but sometimes by street boundaries, and each parcel is assigned 1 assessment unit. The Zones are as follows:

- Casden Malibu Canyon LP
- Las Virgenes Park
- Las Virgenes Village
- Mont Calabasas

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. There are no Public Agency parcels in LLAD 27 at this time.

*Homeowner's Association and Common Area* parcels within the District that are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area parcel is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Zone's improvements and maintenance.

**Assessment Formula - Las Virgenes Road Total Levy**

The following Zones receive special benefit: Casden Malibu Canyon LP, Las Virgenes Park, Las Virgenes Village and Mont Calabasas. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zones.

**Assessment Formula –Mont Calabasas Zone-Total Levy**

Costs of services for maintaining Mont Calabasas landscape of common areas and open space areas located and specific to Mont Calabasas HOA Zone are spread only across the parcels in that Zone. Each developed residential parcel within the Zone is allocated an equal share of costs applicable to that zone. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 32 (1972 ACT DISTRICT)  
(AGOURA ROAD / LOST HILLS ROAD COMMERCIAL DISTRICT)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For the Fiscal Year 2017-18, the assessments in Landscape Lighting Act District No. 32 (LLAD 32) will be levied at the same rate as in Fiscal Year 2016-17 plus a 1.89% annual CPI inflation adjustment.

**IMPROVEMENTS**

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape of street medians and street trees.

The landscape improvements maintained by the District are located on the major streets serving the Lost Hills Commercial Area, including Agoura Road from the west side of Malibu Hills Road to the eastern boundary of 26750 Agoura Road, Malibu Hills Road, Shadow Hills Road, and the portion of Lost Hills Road from Interstate 101 to the south side of Malibu Hills Road.

LLAD 32 provides for funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape,
- Cleaning and sandblasting to remove or cover graffiti;
- Landscape rodent and pest control;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation irrigation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscaping, the operation of any fountains or the maintenance of any other improvements;

- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to the Landscape Lighting Act District No. 32 (1972 Act) herein referred to in this section as LLAD 32.

#### **GENERAL BENEFIT/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

#### **FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to the District was performed. Specific usage and services were identified to determine the level of benefit each parcel within the District receives. These costs are apportioned to each parcel based on the Special Benefit associated with the type of land use. Two land uses exist in LLAD 32: Commercial and Public Agency (a sheriff station and a community center).

Because there is basically a single land use in the District, commercial, each parcel is assigned 1 assessment unit. The assessment levy is spread equally to each parcel. The only nonconforming land use in the District is related to the Community Center, which is owned by the City of Calabasas and the City of Agoura Hills. The Community Center parcel's frontage landscape will be funded by the District, similar to the commercial properties in the District. Therefore, the Community Center benefits from the assessment and will be assessed as a parcel.

*Common Area or Easement* parcels within the District include primarily open space parcels that cannot be developed and parking lots that are considered 'unbuildable'. These parcels do not receive special benefit and will not be assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. Furthermore, these parcels are incidental to the primary parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Districts improvements and maintenance.

The assessment per assessment unit is determined by dividing the total aggregate levy by parcel by the number of assessment units in the District. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit D for the Landscape Lighting Act District No. 32 (1972 Act) Assessments by parcel.

For example, a District that only has commercial land use parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$



**ASSESSMENT ROLL**

The proposed amounts of assessment for the Fiscal Year 2017-18 Landscape Lighting Act Districts are apportioned to each parcel as shown on the latest roll at the County of Los Angeles Assessor's office and submitted in a separate document titled "City of Calabasas Landscaping Lighting Act District Nos. 22, 24, 27 and 32 Assessment Rolls" on file with the City Clerk.

In conclusion, it is my opinion that the assessments within the City of Calabasas Landscape Lighting Act District Nos. 22, 24, 27, and 32 are apportioned by a formula that fairly distributes special benefit assessments in accordance with the special benefits that are received by each parcel.

ENGINEER'S REPORT SUBMITTED BY:



Robert Yalda, PE., TE      R.C.E. No. 59166      June 14, 2017



**CITY OF CALABASAS  
LANDSCAPE AND LIGHTING DISTRICTS  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2017-18**

**ANNEXATIONS AND DETACHMENTS**

Annexation of territory to an existing assessment district is provided by the 1972 Act, commencing with Section 22605. The 1972 Act further provides that an assessment district may consist of contiguous or non-contiguous areas. Annexation proceedings are limited to the territory proposed to be annexed. The history of annexations and detachments are listed as follows:

**LLAD 22 (1972 ACT DISTRICT)**

For 2002-03 fiscal year, fifteen (15) parcels located in the City of Calabasas were annexed into the Commercial Area, Calabasas Road. The Assessor Parcel Numbers are as follows:

2068-002-023	2069-009-021	2069-009-900
2068-002-035	2069-009-027	2069-032-025
2069-009-008	2069-009-029	2069-032-027
2069-009-012	2069-009-030	2069-032-900
2069-009-020	2069-009-031	2069-032-901

For 2009-10 fiscal year, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

For 2011-12 fiscal year, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

**LLAD 24 (1972 ACT DISTRICT)**

For 2000-01 fiscal year, Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was annexed into LLAD 24.

For 2000-01 fiscal year, Zone, Calabasas View HOA, was detached from LLAD 24.

For 2002-03 fiscal year, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

**LLAD 27 (1972 ACT DISTRICT)**

For 2016-17, Mont Calabasas Zone was annexed into the District.

**LLAD 32 (1972 ACT DISTRICT)**

For 2000-01 fiscal year, Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was detached from LLAD 32 and annexed into LLAD 24.

**EXHIBITS A, B, C, & D**

**LANDSCAPE LIGHTING ACT DISTRICTS (1972 ACT DISTRICTS)**

**MAINTENANCE COSTS AND ASSESSMENTS BY ZONES**

**EXHIBIT A**  
**City of Calabasas LLAD 22**  
**Maintenance Costs and Assessment by Zone**

ZONE	FY 17-18 Maintenance Costs & Benefit Assessment	Land Use	No. of Parcels	No. of Acres	FY 16-17 Asmt Rate (0.91% CPI Increase)	FY 17-18 Asmt Rate (1.89% CPI Increase)	Per Parcel/ Acre
Bellagio	\$ 152,052.80	SFR	160		\$ 932.70	\$ 950.33	Parcel
Calabasas Country Estates	\$ 62,587.35	SFR	37		\$ 1,660.17	\$ 1,691.55	Parcel
Calabasas Hills	\$ 374,565.80	SFR	490		\$ 750.24	\$ 764.42	Parcel
Classic Calabasas Park	\$ 379,425.52	SFR	458		\$ 813.07	\$ 828.44	Parcel
Calabasas Park Estates	\$ 438,128.25	SFR	425		\$ 1,011.77	\$ 1,030.89	Parcel
Calabasas Rd Comm / Old Town	\$ 36,794.41	Commercial	66	113.83	\$ 317.24	\$ 323.24	Acre
Clairidge	\$ 134,299.32	SFR	34		\$ 3,876.71	\$ 3,949.98	Parcel
Las Villas	\$ 117,504.03	SFR	89		\$ 1,295.78	\$ 1,320.27	Parcel
Oak Creek	\$ 7,928.46	Condo	17		\$ 457.73	\$ 466.38	Parcel
Oak Park	\$ 179,852.12	Condo	268		\$ 658.64	\$ 671.09	Parcel
Palatino	\$ 91,730.40	SFR	120		\$ 750.24	\$ 764.42	Parcel
The Oaks of Calabasas	\$ 426,546.36	SFR	558		\$ 750.24	\$ 764.42	Parcel
Vista Pointe	\$ 305,567.64	SFR	189		\$ 1,586.77	\$ 1,616.76	Parcel
Westridge	\$ 182,478.45	SFR	111		\$ 1,613.46	\$ 1,643.95	Parcel
<b>TOTAL</b>	<b>\$ 2,889,460.91</b>		<b>3,022</b>	<b>113.83</b>			

Detailed LLAD Operation and Maintenance Landscaping Services budgets are on file at the City.

**EXHIBIT B**  
**City of Calabasas LLAD 24**  
**Maintenance Costs and Assessment by Zone**

<b>ZONE</b>	<b>FY 17-18 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>Dwelling Units</b>	<b>FY 16-17 Asmt Rate Per Dwelling Units (0.91% CPI increase)</b>	<b>FY 17-18 Asmt Rate Per Dwelling Units (0.91% CPI increase)</b>
Deer Springs	\$ 43,104.00	Residential	300	300	\$ 141.01	\$ 143.68
Steeplechase	\$ 34,483.20	Residential	240	240	\$ 141.01	\$ 143.68
El Encanto	\$ 6,178.24	Residential	43	43	\$ 141.01	\$ 143.68
Archstone Calabasas	\$ 86,208.00	Residential	2	600	\$ 141.01	\$ 143.68
Lone Oak	\$ 6,896.64	Residential	48	48	\$ 141.01	\$ 143.68
Mira Monte (Tract 52150)	\$ 4,885.12	Residential	34	34	\$ 141.01	\$ 143.68
<b>District 24 Subtotal</b>	<b>\$ 181,755.20</b>		<b>667</b>	<b>1,265</b>		
Saratoga Ranch	\$ 2,340.24	Residential	49	49	\$ 46.87	\$ 47.76
Saratoga Hills	\$ 10,554.96	Residential	221	221	\$ 46.87	\$ 47.76
<b>Saratogas Subtotal</b>	<b>\$ 12,895.20</b>		<b>270</b>	<b>270</b>		
<b>DISTRICT TOTAL</b>	<b>\$ 194,650.40</b>		<b>937</b>	<b>1,535</b>		

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT C**  
**City of Calabasas LLAD 27**  
**Maintenance Costs and Assessment by Zone**

ZONE	FY 17-18 Maintenance Costs & Benefit Assessment	No. of Parcels	FY 16-17 Asmt Rate Per Parcel (0.91% CPI Increase)	FY 17-18 Asmt Rate Per Parcel (1.89% CPI Increase)
<b>Las Virgenes Road Assessment</b>				
Casden Malibu Canyon	\$ 322.32	3	\$ 105.45	\$ 107.44
Las Virgenes Park	\$ 15,471.36	144	\$ 105.45	\$ 107.44
Las Virgenes Village	\$ 17,405.28	162	\$ 105.45	\$ 107.44
Mont Calabasas	\$ 11,818.40	110	\$ 105.45	\$ 107.44
<b>TOTAL</b>	<b>\$ 45,017.36</b>	<b>419</b>		

ZONE	FY 17-18 Maintenance Costs & Benefit Assessment	No. of Parcels	FY 16-17 Asmt Rate Per Parcel	FY 17-18 Asmt Rate Per Parcel
Mont Calabasas	\$ 224,158.00	110	\$ 2,000.00	\$ 2,037.80
<b>TOTAL</b>	<b>\$ 224,158.00</b>	<b>110</b>		
<b>Total Mont Calabasas</b>	<b>\$ 235,976.40</b>	<b>110</b>		

<b>LLAD TOTAL</b>	<b>\$ 269,175.36</b>	<b>419</b>		
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Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT D**  
**City of Calabasas LLAD 32**  
**Maintenance Costs and Assessment**

<b>ZONE</b>	<b>FY 16-17 Maintenance Costs and Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>FY 16-17 Asmt Rate Per Parcel (0.91% CPI Increase)</b>	<b>FY 17-18 Asmt Rate Per Parcel (1.89% CPI Increase)</b>
<b>Single Parcels</b>	\$ 28,655.04	Commercial	16	\$ 1,757.72	\$ 1,790.94
<b>Parcel Splits</b>	\$ 3,581.88	Commercial	4	\$ 878.86	\$ 895.47
<b>TOTAL</b>	\$ 32,236.92		20		



**EXHIBIT E**  
**DISTRICT NO. 22 ASSESSMENT RATES HISTORY**

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**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 22 (LAD 22)  
HISTORY - ASSESSMENT RATES**

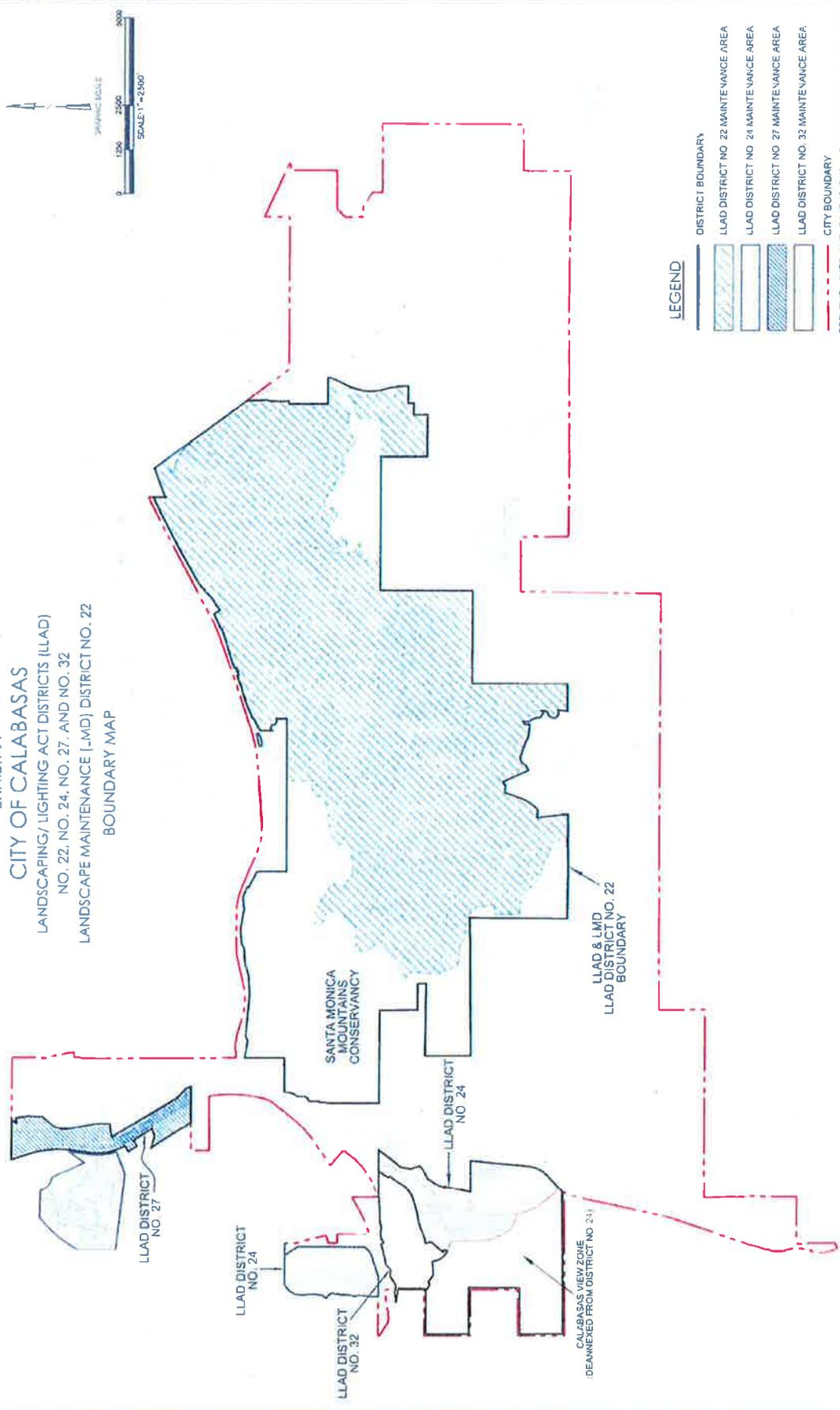
Fiscal Year	Prop 218 Assessment Increase & Annual CPI Increase For Parcel	Bellagio	Calabasas Country Estates	Calabasas Hills	Classic Calabasas Park	Calabasas Park Estates	Calabasas Ridge (Detached from District 2011-12)	City Road Commercial / Old Town Master Plan Area Formed (1997-98)	Clairidge (Formed 1995-97)	Creekside (Detached from District -1997-98)	Les Villas	Oak Creek	Oak Park	Palatino	Park Sorrento (Detached from District 2009-10)	The Oaks II (Vacant land, Asmt per acre)	The Oaks of Calabasas	Visita Pointe	Westridge	
1995 - 1996		621.43	621.43	621.43	621.43	621.43	621.43	621.43	N/A	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43
1996 - 1997		621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43
1997 - 1998		621.43	621.43	621.43	621.43	621.43	1,023.73	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
1998 - 1999		621.43	621.43	621.43	621.43	621.43	1,023.73	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
1999 - 2000		621.43	621.43	621.43	621.43	621.43	1,023.73	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2000 - 2001		621.43	621.43	621.43	621.43	621.43	1,023.73	172.92 per acre	2,500.00	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2001 - 2002	Prop 218 - Majority Vote	Yes	Yes	621.43	621.43	621.43	Yes	No	Yes	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43	621.43
2001 - 2002	Final Asmts	772.56	764.03	621.43	621.43	621.43	1,948.37	Not Assessed	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2002 - 2003	Prop 218 - Majority Vote						Yes													
2002 - 2003	Final Asmts	772.56	764.03	621.43	621.43	621.43	1,948.37	282.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2003 - 2004	Final Asmts	772.56	764.03	621.43	621.43	621.43	1,948.37	282.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2004 - 2005	Final Asmts	772.56	764.03	621.43	621.43	621.43	1,948.37	282.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2005 - 2006	Final Asmts	772.56	764.03	621.43	621.43	621.43	1,948.37	282.76 per acre	3,211.15	NAP	621.43	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2006 - 2007	Prop 218 - Majority Vote						Yes	No	Yes											
2006 - 2007	Final Asmts	772.56	988.91	621.43	621.43	621.43	1,948.37	282.76 per acre	3,211.15	NAP	1,073.31	379.12	545.54	621.43	362.78	621.43	621.43	621.43	621.43	621.43
2007 - 2008	Prop 218 - Majority Vote						No													
2007 - 2008	Final Asmts & CPI Increase for all Zones	805.48	1,031.05	647.91	647.91	794.35	2,031.40	273.96 per acre	3,348.00	NAP	1,116.05	395.28	588.79	647.91	376.24	647.91	647.91	N/A All land developed - The Oaks	1,370.36	812.47
2008 - 2009	Prop 218 - Majority Vote						Yes													
2008 - 2009	Final Asmts & CPI Increase for all Zones	831.80	1,364.87	689.16	700.89	820.40	2,098.03	282.95 per acre	3,457.81	NAP	1,155.75	408.25	587.45	689.16	390.65	689.16	689.16	1,415.31	1,436.12	1,436.12
2009 - 2010	Prop 218 - Majority Vote						No													
2009 - 2010	Final Asmts & CPI Increase for all Zones	861.27	1,413.05	692.78	725.42	849.36	2,172.09	282.94 per acre	3,579.87	NAP	1,196.55	422.86	609.19	692.78	NAP	692.78	692.78	1,465.27	1,489.92	1,489.92
2010 - 2011	Prop 218 - Majority Vote	No	Yes																	
2010 - 2011	Final Asmts for all Zones (no CPI increase)	861.27	1,533.05	692.78	725.42	849.36	2,172.09	282.94 per acre	3,579.87	NAP	1,196.55	422.66	608.19	692.78	NAP	692.78	692.78	1,485.27	1,489.92	1,489.92
2011 - 2012	Final Asmts for all Zones (no CPI increase)	861.27	1,533.05	692.78	725.42	849.36	2,172.09	282.94 per acre	3,579.87	NAP	1,196.55	422.66	608.19	692.78	NAP	692.78	692.78	1,485.27	1,489.92	1,489.92
2011 - 2012	Survey Bailot Ridge voted to be Removed from LLAD 22						NAP													
2012 - 2013	Asmts for all Zones (2.87 % CPI increase)	884.27	1,573.98	711.28	744.79	872.04	NAP	300.76	3,875.45	NAP	1,228.50	433.95	624.43	711.28	NAP	711.28	711.28	1,504.39	1,528.70	1,528.70
2013 - 2014	Asmts for all Zones (2.03 % CPI increase)	902.22	1,605.93	725.72	759.81	978.71	NAP	306.87	3,750.06	NAP	1,255.44	442.76	637.11	725.72	NAP	725.72	725.72	1,534.63	1,560.75	1,560.75
2013 - 2014	Prop 218 - Majority Vote						YES													
2014 - 2015	Asmts for all Zones (1.08 % CPI increase)	\$ 911.87	\$ 1,623.28	\$ 733.56	\$ 795.00	\$ 989.28	NAP	\$ 310.18	\$ 3,780.57	NAP	\$ 1,268.98	\$ 447.55	\$ 644.00	\$ 733.56	NAP	\$ 733.56	\$ 733.56	\$ 1,551.51	\$ 1,577.81	\$ 1,577.81
2014 - 2015	Prop 218 - Majority Vote						Yes													
2015 - 2016	Asmts for all Zones (1.35 % CPI increase)	\$ 924.28	\$ 1,645.20	\$ 743.47	\$ 805.74	\$ 1,002.85	NAP	\$ 314.38	\$ 3,841.75	NAP	\$ 1,284.09	\$ 453.60	\$ 652.70	\$ 743.47	NAP	\$ 743.47	\$ 743.47	\$ 1,572.46	\$ 1,598.91	\$ 1,598.91
2016 - 2017	Asmts for all Zones (0.91 % CPI increase)	\$ 932.70	\$ 1,660.17	\$ 750.24	\$ 813.07	\$ 1,011.77	NAP	\$ 317.24	\$ 3,876.71	NAP	\$ 1,285.78	\$ 457.73	\$ 658.64	\$ 750.24	NAP	\$ 750.24	\$ 750.24	\$ 1,588.77	\$ 1,613.46	\$ 1,613.46



**EXHIBIT F**

**LANDSCAPE LIGHTING ACT DISTRICTS BOUNDARY DIAGRAM**

EXHIBIT A  
 CITY OF CALABASAS  
 LANDSCAPING/ LIGHTING ACT DISTRICTS (LLAD)  
 NO. 22, NO. 24, NO. 27, AND NO. 32  
 LANDSCAPE MAINTENANCE (LMD) DISTRICT NO. 22  
 BOUNDARY MAP



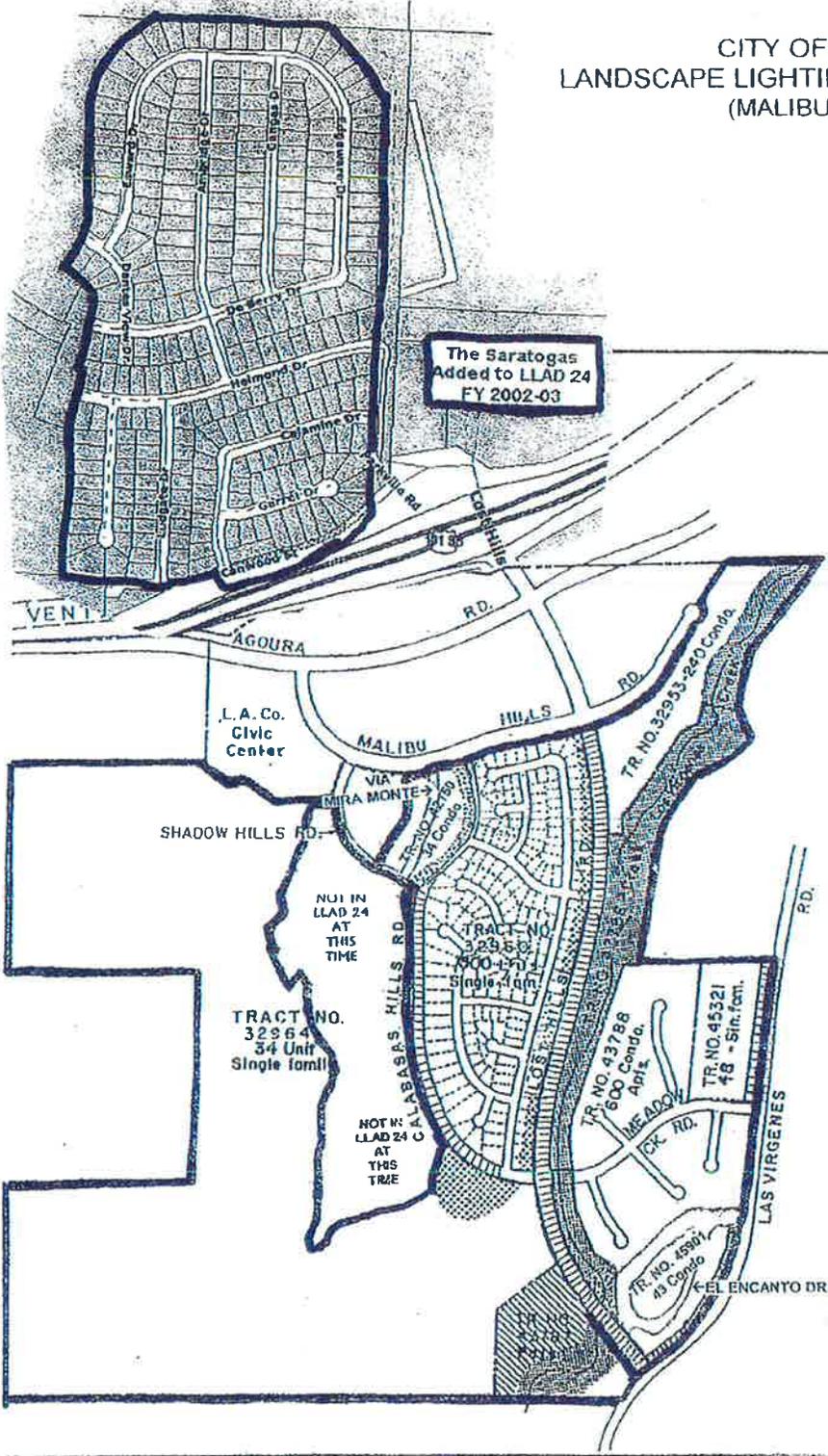
LEGEND

- DISTRICT BOUNDARY
- LLAD DISTRICT NO. 22 MAINTENANCE AREA
- LLAD DISTRICT NO. 24 MAINTENANCE AREA
- LLAD DISTRICT NO. 27 MAINTENANCE AREA
- LLAD DISTRICT NO. 32 MAINTENANCE AREA
- CITY BOUNDARY

FOR THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN EACH DISTRICT SEE THE LOS ANGELES COUNTY ASSESSOR'S PARCEL MAPS WHICH IS HEREBY MADE A PART OF THIS DIAGRAM

ANDERSON-PENNA  
 ENGINEERING, INC.  
 300 ACATE STREET  
 LAGUNA BEACH, CA 92651  
 T (949) 371-7878  
 F (949) 376-7511

CITY OF CALABASAS  
 LANDSCAPE LIGHTING ACT DISTRICT NO. 24  
 (MALIBU LOST HILLS)



**LEGEND**

- PLANTED SLOPE: 2.53 Ac.
- CREEK AREA: 6.0 Ac.
- PARK (TURF): 8.5 Ac.
- STREET TREES & WELLS: 345
- PLANTED MEDIANS & PARKWAYS (TURF): 1.61 Ac.
- LOT BOUNDARIES
- DISTRICT BOUNDARY

**APPROXIMATE QUANTITIES**

- 5 - CONTROLLERS
- 70 - VALVES
- 1150 - HEADS



(NO SCALE)

**EXHIBIT A  
 MALIBU  
 LOST HILLS**

**L.L.A. DISTRICT No. 24**

**B & E ENGINEERS**



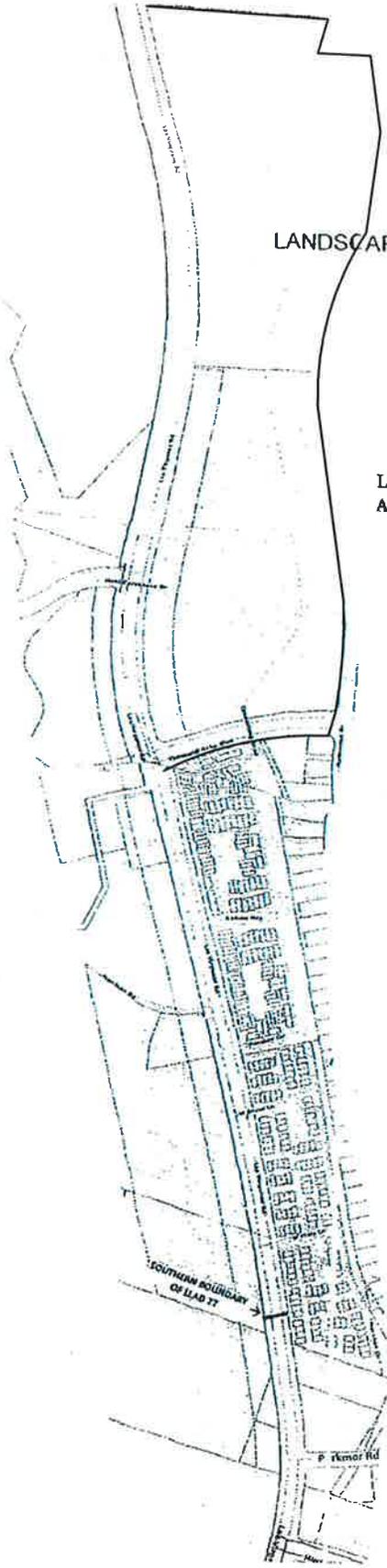
Civil Engineering • Surveying  
 Land Planning

878 Colorado Blvd. • Suite 202  
 Los Angeles, CA 90041 • (310) 754-6131 • (415) 500-0217

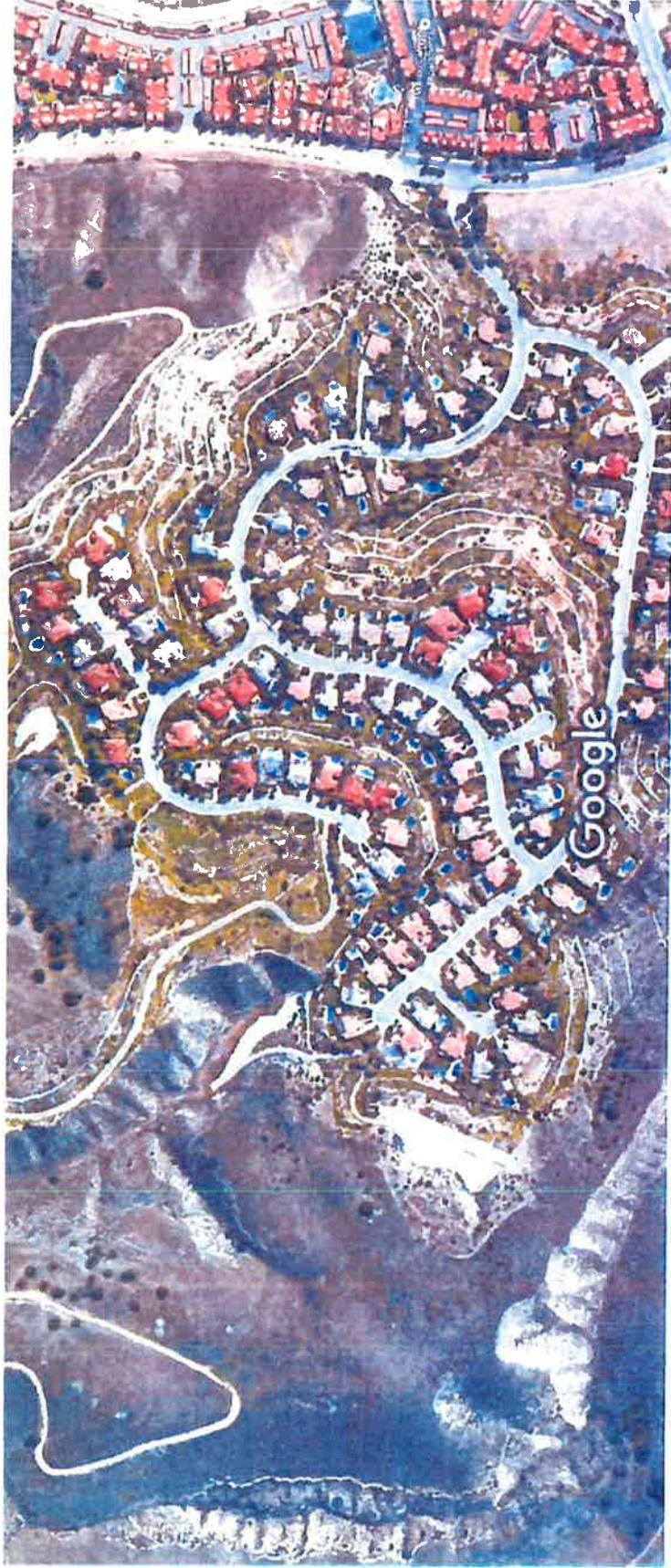
CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 27  
(LAS VIRGENES)

LANDSCAPE LIGHTING  
ACT DISTRICT NO. 27

See Mont Calabasas Map Annexed in FY 16-17



MONT CALABASAS DISTRICT 27





The nineteen parcels  
that make up Landscape  
Maintenance District 32



Encompasses Malibu Hills Rd,  
Shadow Hills Rd & portions of  
Lost Hills Rd & Agoura Rd

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**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR /CITY ENGINEER  
HALI AZIZ, ASSISTANT TRANSPORTATION PLANNER**

**SUBJECT: RECOMMENDATION TO ADOPT RESOLUTION NO. 2017-1555  
APPROVING THE CITY OF CALABASAS TRANSIT FARE SCHEDULE**

**MEETING DATE: JUNE 14, 2017**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council adopts Resolution No. 2017-1555 approving the City of Calabasas Transit Fare Schedule.

**DISCUSSION/ANALYSIS:**

In 2012, after receiving direction from the City Council and the Traffic and Transportation Commission, staff developed the following fare structure through Resolution No. 2012-1346.

- Public Transit Annual Pass: \$80.00
- Public Transit Single Use Ticket: \$1.00 ea.
- Summer Supplemental Pass: \$50.00
- Dial-A-Ride Demand Response Service: \$2.50/one way trip, \$5.00/roundtrip
- Summer Beach Bus: \$2.00/one way trip, \$4.00/roundtrip.

After conducting a Public Hearing, the City Council adopted the Resolution No. 2012-1346 (Attachment A) on August 8, 2012.

Initially, the implementation of a transit pass was driven by two factors which remain prominent in the current situation:

- Increasing rider compliance for the pass; and,
- Generating revenues to offset vehicle maintenance costs

The quality of services has improved over years; however, the cost has remained the same. The transportation services offered by the City of Calabasas are very unique in comparison with neighboring cities. The City offers fixed-route, peak-hour route, dial-a-ride, summer transportation, and beach bus. The chart below depicts a break-down of transportation services offered by neighboring cities and their fare structure.

Westlake Village (Transit + DAR)	Peak-Hour Transit (Annual Pass)		Dial-A-Ride (Contracted w/ Thousands)	
	Round Trip	One-way	Member. card	One way
	\$238	\$158	\$4	\$3
Agoura Hills (DAR + Beach Bus)	Dial-A-Ride			Beach Bus
	Loop	Appointment Based Destination		One way
	\$1.50 per trip	\$3 per trip		\$2
City of Malibu (DAR)	One Way	Senior Center	Destinations outside the city limits	
	\$2	\$1	\$4	

The City has maintained the same fare structure since 2012. Throughout the years, the cost of living has increased, and transportation operation and maintenance cost have not been immune to such increases. Inflation and minimum wage increase have affected the prices noticeably. The cost of operation and maintenance increased in 2016 when the City awarded a new contract to MV Transportation and Ideal Services. Besides the increase in the cost of the contract, the cost of maintenance has increased immensely as the fleet gets older. During the fiscal year 2015-2016, the City expended \$809,930 in operation and maintenance of the transit program including dial-a-ride, and summer programs. The total revenue generated from the sale of the passes was \$28,440 which covered only 3.5% of the total cost. Recently awarded contracts will increase the operation and maintenance figure reported above, thus the staff proposes to make the following changes to the fare structure.

Proposed Fare Schedule					
Shuttle Pass	Shuttle Ticket	Summer Pass	Dial-A-Ride		Summer Beach Bus
\$120 (updated)	\$1 (remains the same)	\$75 (updated)	Within city limits	Outside city limits	\$2 per trip (remains the same)
			\$2.50 per trip (remains the same)	\$4 per trip (New)	

The proposed changes will not affect Line 1 and the Trolley. Line 1 and the Trolley will remain free. The proposed changes will only affect the services mentioned in the above chart, Proposed Fare Schedule.

The Traffic and Transportation Commission was presented with the proposed changes on April 25, 2017. The Commission recommended the City Council to approve the proposed Fare Schedule unanimously.

Recently adopted Title VI program requires the City to engage the Public in any fare change and address any adverse effects of those changes. See Attachment C, page 35. As a response to this requirement, the City is conducting a Public Hearing on June 14, 2017 at 7:30pm, during the Calabasas City Council meeting to allow the Public to provide the City Council with comments. Proposed fare changes will be subject to the approval of the City Council.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The generated revenue from the collected fare will be deposited in transit fund and will be used to offset transit operation and maintenance cost.

**REQUESTED ACTION:**

Staff recommends that the City Council adopts Resolution No. 2017-1555 approving the City of Calabasas Transit Fare Schedule.

**ATTACHMENTS:**

- Attachment A: Resolution No. 2012-1346
- Attachment B: Resolution No. 2017-1555
- Attachment C: Title VI Report, 8. Fixed-Route Service Standards and Policies, pages 33-35

**RESOLUTION NO. 2012-1346**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AUTHORIZING THE CITY OF CALABASAS TRANSIT SYSTEM FARE SCHEDULE**

**WHEREAS**, alternative transportation reduces traffic congestion and improves air quality and contributes to a better quality of life; and

**WHEREAS**, the City Council of the City of Calabasas is committed to protecting the environment and encouraging public transit use within City limits; and

**WHEREAS**, the recommended fares will provide modest revenue enhancements that will assist in maintaining service levels for riders.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS AS FOLLOWS:**

SECTION 1. The City Council of the City of Calabasas approves the fare schedule (ATTACHMENT A) for the Calabasas Transit System (CTS).

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS:**

SECTION 2. The above noted fares contained in ATTACHMENT A will become effective on September 1, 2012. The annual pass cycle will be adjusted to align with the City of Calabasas fiscal year. Thereafter, the annual pass cycle will be for fiscal year rather than calendar year, with passes expiring June 30 of each year.

SECTION 3. The holders of current transit passes will receive a one-time pro-rata credit of \$25 against the cost of the new transit pass.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

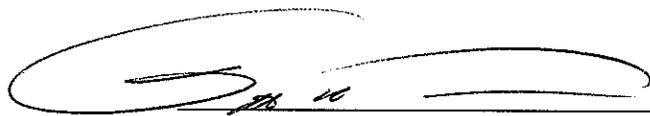
**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of August, 2012.

  
Mary Sue Maurer, Mayor

ATTEST:

  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

 8/8/12  
Scott H. Howard,  
Interim City Attorney

RESOLUTION ATTACHMENTS:

- A: City of Calabasas Fare Schedule for the Provision of Transportation Services

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) **SS**  
CITY OF LOS CALABASAS )

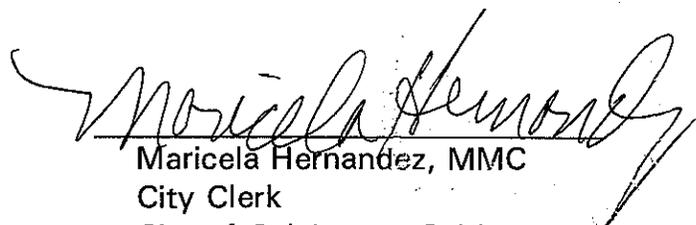
I, **MARICELA HERNANDEZ**, City Clerk of the City of Calabasas, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2012-1346** was duly adopted at a regular meeting of the City Council of the City of Calabasas held on the August 8, 2012, by the following vote, to wit:

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

**NOES:** None.

**ABSENT:** Councilmember Martin.

**ABSTAIN:** None.

  
Maricela Hernandez, MMC  
City Clerk  
City of Calabasas, California

City of Calabasas  
Resolution 2012-1346  
ATTACHMENT A

**City of Calabasas Fare Schedule for the Provision of Transportation Services**

Public Transit Annual Pass: \$80.00

- Valid from July 1 – June 30

Public Transit Single Use Ticket: \$1.00 ea.

Summer Supplemental Pass: \$50.00

Dial-A-Ride Demand Response Service: \$2.50/one way trip, \$5.00/roundtrip

Summer Beach Bus: \$2.00/one way trip, \$4.00/roundtrip

RESOLUTION NO. 2017-1555

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE CITY OF CALABASAS TRANSIT FARE SCHEDULE**

**WHEREAS**, the City Council of the City of Calabasas has previously approved Resolution No. 2012-1346, authorizing the City of Calabasas Transit Fare Schedule; and

**WHEREAS**, the City Council has reviewed the Transit Fares and finds it necessary to revise a number of the fares in order to assist in maintaining service levels for Calabasas residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS AS FOLLOWS:**

SECTION 1. The City Council of the City of Calabasas hereby approves and adopts the Fare Schedule (Exhibit A) for Calabasas Public Transit services.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS:**

SECTION 2. The City Council hereby approves and authorizes implementation of the above noted fares contained in Exhibit A to become effective on July 1, 2017. The annual pass cycle will be adjusted to align with the City of Calabasas fiscal year.

SECTION 3. The Transit Fares approved by Resolution No. 2012-1346 shall be superseded by the new Transit Fares adopted by this Resolution 2017-1555 upon their implementation as set forth in Section 2 herein.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney  
Colantuono Highsmith & Whatley

City of Calabasas  
 Resolution No. 2017-1555  
 EXHIBIT A

<b>City of Calabasas Public Transit Fare Schedule</b>					
Shuttle Pass*	Transit Ticket	Summer Pass**	Dial-A-Ride		Summer Beach Bus
\$120 (updated)	\$1 (remains the same)	\$75 (updated)	Within city limits	Outside city limits	\$2 per trip (remains the same)
			\$2.50 per trip (remains the same)	\$4 per trip (New)	

**\* Shuttle passes valid from August to June, exact dates will vary each year.**

**\*\* Summer passes valid from June to August, exact dates will vary each year.**

## 8. Fixed-Route Service Standards and Policies

The FTA requires all fixed-route transit providers to develop quantitative standards for all fixed-route modes of operation for the indicators listed below. Providers of public transportation may set additional standards as appropriate or applicable to the type of service they provide. Transit service standards are public rules and guidelines used to make decisions about where transit vehicles should run and how often.

The City has developed the following service standards.

### Vehicle load

Vehicle load is a capacity guideline that the number of passengers will not exceed the maximum load factor at the maximum load point in the prevailing direction. The City employs a maximum load standard of 1.5 the total seated capacity. For example, if the seated capacity is 20, the standee capacity is 10, for a maximum loaded capacity of 30. The average of all loads during the peak operating period should not exceed the vehicle's capacities.

### Vehicle headway

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines.

Line 1 offers six trips each day, Monday through Friday. A full round-trip takes nearly two hours. As such, vehicle headway on this line is approximately every two hours.

Peak hour services (Lines 2-6) typically offer one trip during the morning peak period and one trip during the afternoon peak period. They are primarily designed to serve local schools, and schedules may vary by day per route to serve an individual school's late start or early release day. Line 2 serves some stops with two trips per morning and evening peak period. Headways for peak-hour routes are described below.

- Line 2 – in the morning, headways range from 20 minutes (partial trip) to 40 minutes; in the afternoon, the full trip takes just over one hour.
- Line 3A – each trip takes approximately 35 minutes.
- Line 3B – each trip takes approximately 30 minutes.
- Line 4A – the morning trip takes approximately 25 minutes, while the afternoon trip takes approximately 30 minutes.
- Line 4B – each trip takes approximately 25-30 minutes.
- Line 5 – the morning trips take approximately 30 minutes, while the afternoon trips take approximately 45 minutes.
- Line 6 – the morning trip takes 20 minutes, while the afternoon trips take approximately 25 minutes.

Summer schedules offer similar geographic coverage as the regular peak hour lines but still offer one trip in the morning and one in the afternoon.

The Calabasas Trolley offers service on Saturday and Sunday. Saturday service operates from 10 am to 3 pm and from 4 pm to 10 pm with one hour headways, and Sunday service operates from 12 pm to 4 pm with 15-minute headways.

### On-time performance

The City's goal for the on-time performance of runs completed as scheduled is 95 percent. A trip is considered on-time if it leaves a stop no more than one minute before the scheduled departure time and no later than five minutes after the scheduled departure time.

### Service availability

Service availability is a general measure of the distribution of routes within a transit provider's service area. The City's transit service area includes the area within the city limits of Calabasas. Approximately 71 percent of the City's residents live within one-quarter mile of a transit stop. The presence of a number of gated communities that are not served by the City's transit program contributes to this statistic.

Current operating hours:

- Line 1 – Monday through Friday, 6:30 am – 6:00 pm.
- Line 2 – Monday through Friday, 7:07 am – 8:40 am and 2:15 pm – 3:48 pm (a 12:30 pm trip is offered on Wednesdays only).
- Line 3A – Monday through Friday, 7:10 am – 7:45 am and 2:40 pm – 3:17 pm (except Wednesday, which operates 12:35 pm – 12:58 pm).
- Line 3B – Monday through Friday, 7:30 am – 8:00 am (Thursday also runs from 7:50 am – 8:20 am) and Monday through Thursday, 3:20 pm – 3:47 pm; Friday runs from 2:45 pm – 3:12 pm.
- Line 4A – Monday through Friday, 7:25 am – 7:50 am.
- Line 4B – Monday through Friday, 7:30 am – 7:53 am (Thursday also runs from 7:50 am – 8:13 am) and Monday through Thursday, 3:15 pm – 3:42 pm; Friday runs from 2:45 pm – 3:12 pm.
- Line 5 – Monday through Friday, 7:10 am – 7:55 am (except Thursday, which runs from 7:50 am – 8:30 am) and Monday through Thursday, 3:15 pm – 3:57 pm; Friday runs from 2:45 pm – 3:27 pm.
- Line 6 – Monday through Friday, 7:30 am – 7:50 am and Monday through Thursday, 2:55 pm – 3:19 pm (except Wednesday, which runs from 12:40 pm – 1:04 pm).
- Calabasas Trolley – Saturday from 10 am to 10 pm, with no service between 3 pm and 4 pm; Sunday from 12 pm to 4 pm.

### Vehicle assignment

It is the City's policy to equitably assign vehicles to each route and the City does not discriminate on assigning vehicles to routes. The City does take into account passenger volume and street design when assigning vehicles. The City's current vehicles are between 10 and 13 years old. Vehicles are rotated so that the same bus is not given a certain route for an extended period of time.

### Distribution of transit amenities

Transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. Fixed-route transit providers must set a policy to ensure equitable distribution of transit amenities across the system.

Currently, transit amenities include bus stop signage, benches, and a modest number of shelters. For future amenity placements, the City will adhere to the following guidelines:

- All bus stops shall display a clearly visible sign denoting it as a Calabasas bus stop.
- Placement of shelters and benches will be based on stop usage.

- Only the stops with the highest level of traffic will be considered for a shelter.
- Benches will be placed at high traffic stops on an as-available basis.

### Fare change policy

The City currently offers fare-free service on its Line 1 Shuttle and Trolley service. Riders on peak hour routes (Lines 2-6) may purchase an annual pass for \$80 or purchase \$1.00 tickets at city hall and the Calabasas and Agoura Hills Community Center. A summer transit pass is also available for \$50; it is valid for Summer Lines 2-5 and the Calabasas Beach Bus. Cash is not accepted onboard the vehicles; all fares must be purchased in advance.

It is the policy of the City to engage the public in any fare change and address any adverse effects of those changes. Fare changes include both increases and decreases in fare types and cost of fare media. Promotional fare and temporary fare reductions for mitigating measures that are less than six months are exempt from this policy.

At a minimum, the City will:

- Develop and implement a public participation plan to engage underserved populations including minorities, low income, LEP, and the disabled;
- Provide a method for the public to provide comments on both the proposed fare changes; and
- Conduct a public hearing.

Proposed fare changes are subject to the approval of the Calabasas City Council.

### Major service change policy

It is the policy of the City to engage the public in service changes. Service changes include both increases and decreases in service levels. A major service change is designated as any proposed change in route miles of 50 percent or greater on the service in question. This does not apply to the introduction of summer lines, unless those lines have changed more than 50 percent over the prior year.

At a minimum, the City will:

- Develop and implement a public participation plan to engage underserved populations including minorities, low income, LEP, and the disabled;
- Provide a method for the public to provide comments on both the proposed service changes; and
- Conduct a public hearing.

Proposed service changes are subject to the approval of the Calabasas City Council.



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

---

**DATE: JUNE 5, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ANTHONY M. COROALLES, CITY MANAGER**  
**JOHN R. BINGHAM, ADMINISTRATIVE SERVICES MANAGER**

**SUBJECT: PRESENTATION FROM ANDREW MEIMAN, PRINCIPAL, ARC ALTERNATIVES, ON THE THIRD-PARTY REVIEW OF THE LOS ANGELES COUNTY COMMUNITY ENERGY (LACCE) BUSINESS PLAN**

**MEETING DATE: JUNE 14, 2017**

---

**SUMMARY RECOMMENDATION:**

That the Council be presented with a third-party review of the Los Angeles County Community Choice Energy (LACCE) Business Plan from Andrew Meiman, Principal, from ARC Alternatives.

**BACKGROUND:**

At the May 24, 2017 Council meeting an Ordinance approving the Joint Powers Agreement for the LACCE and Authorizing the Implementation of Community Choice Aggregation Program for the City of Calabasas was introduced. This action made Calabasas the first in Los Angeles County to conduct a first reading of the ordinance to join the LACCE. Council had questions regarding the LACCE and requested that the authors of the third-party review of the LACCE Business Plan, ARC Alternatives, make a presentation and answers questions.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact related to this item.

**REQUESTED ACTION:**

That the Council be presented with a third-party review of the LACCE Business Plan from ARC Alternatives.

**ATTACHMENTS:**

Memorandum dated September 16, 2016 from Russell Driver, ARC Alternatives regarding Third-Party Review of LACCE Business Plan.



## Memorandum

To: Douglas Baron, LAC Office of the Chief Executive  
From: Russell Driver, ARC Alternatives  
CC: Andrew Meiman, Curtis Schmitt; ARC Alternatives  
Date: September 16, 2016  
Re: **Third-Party Review of LACCE Business Plan**

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### Background

The County of Los Angeles is considering forming a Community Choice Aggregation (CCA) program under which the County would provide energy directly to customers located within the County. In order to better understand the process, risks, and financial implications the County hired EES Consulting to develop a Business Plan for the CCA. The Plan was delivered on June 30, 2016.

The Business Plan contemplates establishing a CCA in three phases beginning with County-owned accounts in Phase 1, expanding to all customers within unincorporated County areas in Phase 2, and finally offering power to all customers within the County in Phase 3 – provided the jurisdictions within which the customers reside opt-in. The Business Plan analyzes the costs and rates of the CCA and compares them to SCE rates over a 20-year period. The Plan also examines several different power mix scenarios, forecasting costs and rates for the CCA if it were to offer power comprised of increasing shares of renewable power. The three scenarios examined are CCA rates with the same share of renewables as SCE (28 percent), CCA rates with 50% green power, and CCA rates with 100% power.

The Business Plan concludes that CCA rates offered under the 28% and 50% renewables mix would be lower than SCE's forecast rates (by 5.4% and 4.1%, respectively). The 100% renewables product would be 6.3% higher than forecast SCE rates. The Plan also notes that in addition to being able to offer lower costs to consumers, the CCA would be able to deliver a higher mix of renewables, create local jobs, and generate a positive environmental impact.

As part of their due-diligence, the Chief Executive Office contracted with ARC Alternatives to perform a high-level review of the technical analysis and financial models included in the Business Plan. We performed this review between September 2 and September 16, 2016. It included a review of the written report, the underlying models (provided in Excel), and a meeting with EES Consulting. This memorandum presents the results of our review.

## Findings

ARC Alternatives' review focuses on key assumptions and calculations central to the Business Plan. Our areas of focus include current and future SCE and CCA energy costs and rates, sensitivity analysis of key inputs, and the financial pro forma presented in the report.

**SCE and CCA Rates** – We compared current SCE rates documented in the report to SCE's rate case filing and found them to be consistent. We also compared the rate at which SCE's tariffs escalate in the EES model to forecasts done by the CEC and CPUC, as well as an independent study performed by Energy and Environmental Economics (E3). The utility escalation in the Business Plan is less than these reference estimates, which is appropriately conservative.

We also reviewed the methodology and calculations used to develop CCA energy costs and rates. We find the methodology to be consistent with other CCA studies and the estimated costs to be reasonable. It should be noted that all forward looking estimates are based on assumptions about wholesale energy market prices (primarily natural gas) and the future cost of renewables. In the case of the LACCE Plan, the renewables pricing relates primarily to solar projects and is based on prices obtained by municipal utilities within California. These solar prices serve as a reasonable benchmark and do not assume dramatic price reductions over time. This assumption is appropriate in our view because the rate of decline in solar costs is slowing from what has been seen over the last five to seven years, while the market for purchasing solar power is expected to remain robust (e.g., sufficient supply).

**Sensitivity Analysis** – The Business Plan examines the sensitivity of the model to changes in several key assumptions, including the cost of procuring electricity, the amount of electricity used by customers, customer participation rates, and SCE rates and surcharges. The Plan ranks these risks and identifies SCE PCIA charges (the "indifference" adjustment), low customer participation rates, and low SCE power costs as the greatest risks. We find that the low and high scenarios for each factor tested in the sensitivity analysis represents a reasonable range. However, given the strong statement in Summary section of the report, "there is no reasonable set of risk-related circumstances that will result in LACCE's rates being higher than SCE's rates for comparable products," ARC Alternatives suggests EES find the break-even point for each sensitivity factor to explicitly identify the set of circumstances that would result in the CCA being revenue neutral. In particular, more discussion of the PCIA charge, its historical rates and possible mitigation strategies would be warranted given the potential effects on CCA pricing. Additionally, we recommend the sensitivity analysis include the compound effect of the factors analyzed. In other words, scenarios should be examined that include several or all factors together, as there is no guarantee that these factors will change in isolation.

**Startup and Staffing Costs** – ARC Alternatives is of the opinion that in general, given the potential size of the CCA program to be managed, the staffing model is reasonable. However, there are opportunities for some streamlining, particularly in the areas of administration, HR,

and IT where there are models for using shared resources or contracting for some or all of those functions. We also note that the cost per employee rises as the organization grows. The underlying model shows that more senior and more expensive resources are being added over time and this should be made explicit in the report, as one would expect the average cost per employee to decrease as the organization grows.

**Report Inconsistencies** – ARC Alternatives noted several inconsistencies within the Plan and we have made these known to EES directly. We do not believe these inconsistencies, once corrected, will change any of the conclusions in the Business Plan.

### **Conclusion and Next Steps**

Given the high level nature of our review and the accelerated schedule for performing it, there are several opportunities for a more robust analysis of the Plan. In particular, additional analysis could be conducted on resource costs and the buildup of CCA rates. While we were able to review the EES model, alternative approaches to the modeling could be developed to further test the results presented in the Business Plan. Additionally, a more detailed review could also verify estimates of GHG reductions (the methodology was not explicit in the Plan). Finally, additional research could identify more comparable reference data thereby providing further assurance that the results are reasonable, while also giving additional basis for refinement. However, based on our review of the underlying models, our conclusion is that the analytical approach is reasonable, that there are no material misrepresentations, and that the overall results reported in the Business Plan have been drawn on sound models and assumptions.



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<b>Administrative Services</b>					
98609	5/15/2017	US BANK	VISA- INT'L PUBLIC MGMT	397.00	Administrative Services
98809	5/31/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	36.94	Administrative Services
<b>Total Amount for 2 Line Item(s) from Administrative Services</b>				<b>\$433.94</b>	
<b>Boards and Commissions</b>					
98609	5/15/2017	US BANK	VISA- RALPHS	33.49	Boards and Commissions
<b>Total Amount for 1 Line Item(s) from Boards and Commissions</b>				<b>\$33.49</b>	
<b>City Attorney</b>					
98758	5/31/2017	COLANTUONO, HIGSMITH &	GENERAL SERVICES	26,839.66	City Attorney
98758	5/31/2017	COLANTUONO, HIGSMITH &	MALIBU CANYON ASSOCIATION	4,176.55	City Attorney
98758	5/31/2017	COLANTUONO, HIGSMITH &	2015 ANNEXATION	1,800.75	City Attorney
98758	5/31/2017	COLANTUONO, HIGSMITH &	D'EGIDIO HOMES	483.50	City Attorney
98710	5/24/2017	HOPKINS & CARLEY	LEGAL SERVICES	140.00	City Attorney
<b>Total Amount for 5 Line Item(s) from City Attorney</b>				<b>\$33,440.46</b>	
<b>City Clerk</b>					
98809	5/31/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	160.68	City Clerk
98671	5/17/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	City Clerk
98809	5/31/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	45.19	City Clerk
98609	5/15/2017	US BANK	VISA- L.A. COUNTY RECORDER	16.75	City Clerk
98609	5/15/2017	US BANK	VISA- ITUNES.COM	6.99	City Clerk
<b>Total Amount for 5 Line Item(s) from City Clerk</b>				<b>\$319.61</b>	
<b>City Council</b>					
98690	5/24/2017	BOZAJIAN/JAMES R.//	REIMB TRAVEL-CCCA CONFERENCE	1,294.22	City Council
98633	5/17/2017	ECONOMIC ALLIANCE	VALLEY OF THE STARS DINNER	550.00	City Council
98812	5/31/2017	WEINTRAUB/ALICIA//	REIMB TRAVEL-CCCA CONFERENCE	419.75	City Council
98790	5/31/2017	RAYBURN/MAUREEN//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
98800	5/31/2017	STARK/CHARLES//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
98788	5/31/2017	PISZKER/JACQUELINE//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council



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98789	5/31/2017	POOL/ERIN//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
98783	5/31/2017	NUDELL/JAKE//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
98772	5/31/2017	HURWITZ/JAKE//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
98609	5/15/2017	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
98618	5/17/2017	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	181.02	City Council
<b>Total Amount for 11 Line Item(s) from City Council</b>				<b>\$4,128.99</b>	
<b>City Management</b>					
98609	5/15/2017	US BANK	VISA- DOUBLE TREE	584.25	City Management
98760	5/31/2017	COROALLES/ANTHONY//	REIMB TRAVEL-CCCA CONFERENCE	303.92	City Management
98609	5/15/2017	US BANK	VISA- TOSCANOVA	78.34	City Management
98609	5/15/2017	US BANK	VISA- KING'S FISH HOUSE	58.49	City Management
98609	5/15/2017	US BANK	VISA- PARKING CONCEPTS	50.00	City Management
<b>Total Amount for 5 Line Item(s) from City Management</b>				<b>\$1,075.00</b>	
<b>Civic Center O&amp;M</b>					
98624	5/17/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	4,839.67	Civic Center O&M
98624	5/17/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	4,839.66	Civic Center O&M
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,633.08	Civic Center O&M
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,745.88	Civic Center O&M
98771	5/31/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,845.96	Civic Center O&M
98811	5/31/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	905.15	Civic Center O&M
98779	5/31/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	534.86	Civic Center O&M
98768	5/31/2017	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	498.50	Civic Center O&M
98768	5/31/2017	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	498.49	Civic Center O&M
98779	5/31/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	432.45	Civic Center O&M
98665	5/17/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	393.69	Civic Center O&M
98665	5/17/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	318.30	Civic Center O&M
98768	5/31/2017	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	304.45	Civic Center O&M
98768	5/31/2017	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	304.44	Civic Center O&M
98765	5/31/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
98683	5/24/2017	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	228.38	Civic Center O&M
98683	5/24/2017	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	228.38	Civic Center O&M
98723	5/24/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	218.28	Civic Center O&M
98723	5/24/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	218.27	Civic Center O&M



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98694	5/24/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	185.00	Civic Center O&M
98694	5/24/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	185.00	Civic Center O&M
98609	5/15/2017	US BANK	VISA- SOLAR FLAIR	129.00	Civic Center O&M
98726	5/24/2017	SOUTH COAST A.Q.M.D	HOT SPOTS PROGRAM FEE	125.47	Civic Center O&M
98609	5/15/2017	US BANK	VISA- WALMART	96.79	Civic Center O&M
98609	5/15/2017	US BANK	VISA- CHICAGO FAUCET	81.73	Civic Center O&M
98796	5/31/2017	SECURAL SECURITY CORP	SECURITY- LIBRARY	56.80	Civic Center O&M
98609	5/15/2017	US BANK	VISA- HOME DEPOT	25.10	Civic Center O&M
98609	5/15/2017	US BANK	VISA- WEBSTAIRANT	22.53	Civic Center O&M
<b>Total Amount for 28 Line Item(s) from Civic Center O&amp;M</b>				<b>\$26,145.31</b>	

## Community Development

98793	5/31/2017	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	7,098.75	Community Development
98692	5/24/2017	CALABASAS CREST LTD	R.A.P.- JUN 2017	6,174.00	Community Development
98634	5/17/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
98766	5/31/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	1,043.76	Community Development
98630	5/17/2017	DAILY NEWS	PUBLIC HEARING AD	855.25	Community Development
98698	5/24/2017	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	735.18	Community Development
98766	5/31/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	465.00	Community Development
98809	5/31/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	418.69	Community Development
98801	5/31/2017	TAMURI/MAUREEN//	REIMB TRAVEL- APA CONFERENCE	331.75	Community Development
98699	5/24/2017	DEPARTMENT OF CONSUMER AFFAIRS	ARCHITECT LICENSE RENEWAL	300.00	Community Development
98674	5/17/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	280.85	Community Development
98703	5/24/2017	FLEYSHMAN/ALBERT//	R.A.P.- JUN 2017	210.00	Community Development
98718	5/24/2017	MEDVETSKY/LINA//	R.A.P.- JUN 2017	210.00	Community Development
98709	5/24/2017	HENDERSON/LYN//	R.A.P.- JUN 2017	210.00	Community Development
98724	5/24/2017	SHAHIR/RAHIM//	R.A.P.- JUN 2017	210.00	Community Development
98739	5/24/2017	YAZDINIAN/SUSAN//	R.A.P.- JUN 2017	210.00	Community Development
98719	5/24/2017	MILES/AUDREY//	R.A.P.- JUN 2017	210.00	Community Development
98696	5/24/2017	CYBERCOPY	COPY/PRINTING SERVICE	185.69	Community Development
98609	5/15/2017	US BANK	VISA- OUTBACK FOOTWEAR	182.31	Community Development
98702	5/24/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
98763	5/31/2017	CYBERCOPY	COPY/PRINTING SERVICE	123.32	Community Development
98696	5/24/2017	CYBERCOPY	COPY/PRINTING SERVICE	112.28	Community Development
98609	5/15/2017	US BANK	VISA- ICC	95.00	Community Development
98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	79.93	Community Development



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98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	66.61	Community Development
98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	61.72	Community Development
98735	5/24/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	57.53	Community Development
98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	51.11	Community Development
98809	5/31/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	50.54	Community Development
98671	5/17/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
98731	5/24/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
98763	5/31/2017	CYBERCOPY	COPY/PRINTING SERVICE	38.88	Community Development
98763	5/31/2017	CYBERCOPY	COPY/PRINTING SERVICE	37.25	Community Development
98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	36.43	Community Development
98696	5/24/2017	CYBERCOPY	COPY/PRINTING SERVICE	35.93	Community Development
98609	5/15/2017	US BANK	VISA- RALPHS	29.96	Community Development
98645	5/17/2017	L.A. CO. ASSESSOR	MAPS AND POSTAGE	23.44	Community Development
98629	5/17/2017	CYBERCOPY	COPY/PRINTING SERVICE	10.88	Community Development
98763	5/31/2017	CYBERCOPY	COPY/PRINTING SERVICE	10.88	Community Development
<b>Total Amount for 39 Line Item(s) from Community Development</b>				<b>\$24,497.92</b>	

## Community Services

98661	5/17/2017	SECURAL SECURITY CORP	SECURITY- ARTS FEST	8,226.40	Community Services
98627	5/17/2017	CONTRACT DECOR, INC.	WINDOW SHADES- SR CTR	7,594.00	Community Services
98610	5/17/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL - ARTS FEST	7,549.47	Community Services
98679	5/24/2017	ACORN NEWSPAPER	ARTS FEST ADVERTISING	2,063.66	Community Services
98799	5/31/2017	SPORTS N MORE	RECREATION INSTRUCTOR	1,848.00	Community Services
98787	5/31/2017	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	1,536.00	Community Services
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,478.65	Community Services
98697	5/24/2017	DAILY NEWS	ARTS FEST ADVERTISING	1,400.00	Community Services
98708	5/24/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,311.37	Community Services
98730	5/24/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	1,247.25	Community Services
98727	5/24/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,235.62	Community Services
98632	5/17/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	1,063.89	Community Services
98609	5/15/2017	US BANK	VISA- 805 LIVING	1,000.00	Community Services
98609	5/15/2017	US BANK	VISA- ROADSIDE LUMBER	957.29	Community Services
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	918.04	Community Services
98613	5/17/2017	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- ARTS FEST	891.00	Community Services
98682	5/24/2017	AMERICAN TROPHIES AND AWARDS	T-BALL TROPHIES	880.78	Community Services
98609	5/15/2017	US BANK	VISA- SYSTEMATIC ART	850.96	Community Services

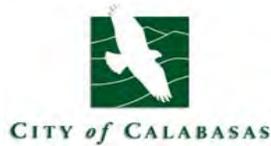


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98661	5/17/2017	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	779.00	Community Services
98609	5/15/2017	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
98695	5/24/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	615.00	Community Services
98808	5/31/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	559.34	Community Services
98609	5/15/2017	US BANK	VISA- COFFEE WHOLESALE USA	555.57	Community Services
98609	5/15/2017	US BANK	VISA- COSTCO	550.75	Community Services
98738	5/24/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	538.68	Community Services
98632	5/17/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	502.42	Community Services
98609	5/15/2017	US BANK	VISA- AMAZON.COM	478.48	Community Services
98631	5/17/2017	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	478.00	Community Services
98609	5/15/2017	US BANK	VISA- AMAZON.COM	435.24	Community Services
98723	5/24/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	431.42	Community Services
98609	5/15/2017	US BANK	VISA- L.A. MISSION COLLEGE	429.53	Community Services
98609	5/15/2017	US BANK	VISA- SMART & FINAL	388.90	Community Services
98637	5/17/2017	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	367.50	Community Services
98609	5/15/2017	US BANK	VISA- GOLDEN WEST	346.91	Community Services
98644	5/17/2017	KOBlick/WENDY SUE//	RECREATION INSTRUCTOR	343.00	Community Services
98781	5/31/2017	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	338.10	Community Services
98769	5/31/2017	GOLDEN STATE SPORTS	B-BALL PHOTOGRAPHS	329.30	Community Services
98609	5/15/2017	US BANK	VISA- LA COUNTY	321.85	Community Services
98609	5/15/2017	US BANK	VISA- L.A. TURF CLUB	297.00	Community Services
98686	5/24/2017	AT&T	TELEPHONE SERVICE	294.13	Community Services
98753	5/31/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
98689	5/24/2017	BERGER/JACQUELINE//	RECREATION INSTRUCTOR	262.50	Community Services
98609	5/15/2017	US BANK	VISA- LA COUNTY	250.00	Community Services
98802	5/31/2017	TANENBAUM/PATTY//	RECREATION INSTRUCTOR	245.00	Community Services
98609	5/15/2017	US BANK	VISA- 7 ELEVEN	238.92	Community Services
98609	5/15/2017	US BANK	VISA- CALIFORNIA DONUTS	222.00	Community Services
98609	5/15/2017	US BANK	VISA- SHARKY'S	202.05	Community Services
98609	5/15/2017	US BANK	VISA- PEACHJAR	200.00	Community Services
98774	5/31/2017	KARASIK/TRACIE//	RECREATION INSTRUCTOR	196.00	Community Services
98750	5/31/2017	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM REPAIRS	190.00	Community Services
98764	5/31/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	187.50	Community Services
98662	5/17/2017	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	175.00	Community Services
98609	5/15/2017	US BANK	VISA- CITRUS COLLEGE	173.00	Community Services
98609	5/15/2017	US BANK	VISA- TARGET	172.81	Community Services
98723	5/24/2017	SECURAL SECURITY CORP	SECURITY- DODGER NIGHT	172.50	Community Services



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98779	5/31/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	170.70	Community Services
98752	5/31/2017	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- M. HALL	170.00	Community Services
98728	5/24/2017	SWANK-MOTION PICTURES, INC.	MOVIE NIGHT	165.00	Community Services
98609	5/15/2017	US BANK	VISA- DIY	145.00	Community Services
98716	5/24/2017	LUGO/SHARLENE//	RECREATION INSTRUCTOR	144.00	Community Services
98609	5/15/2017	US BANK	VISA- STAPLES	139.94	Community Services
98609	5/15/2017	US BANK	VISA- DIY	135.37	Community Services
98665	5/17/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	125.65	Community Services
98609	5/15/2017	US BANK	VISA- JELLY BELLY	124.74	Community Services
98609	5/15/2017	US BANK	VISA- AMAZON.COM	123.49	Community Services
98609	5/15/2017	US BANK	VISA- YAYA MART	117.79	Community Services
98609	5/15/2017	US BANK	VISA- S&S WORLDWIDE	116.84	Community Services
98661	5/17/2017	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	113.60	Community Services
98656	5/17/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	113.53	Community Services
98609	5/15/2017	US BANK	VISA- JOANN FABRIC	113.44	Community Services
98757	5/31/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
98730	5/24/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	103.11	Community Services
98609	5/15/2017	US BANK	VISA- DOLLAR TREE	101.71	Community Services
98609	5/15/2017	US BANK	VISA- RIBBONS GALORE	101.03	Community Services
98723	5/24/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	100.00	Community Services
98609	5/15/2017	US BANK	VISA- DIRECT TV	93.61	Community Services
98609	5/15/2017	US BANK	VISA- POSITIVE PROMOTIONS	91.81	Community Services
98686	5/24/2017	AT&T	TELEPHONE SERVICE	91.06	Community Services
98609	5/15/2017	US BANK	VISA- FENCE FACTORY	85.44	Community Services
98715	5/24/2017	LIEBMAN/TONI//	REIMB MILEAGE	82.36	Community Services
98795	5/31/2017	RYEMON/ROBERT//	RECREATION INSTRUCTOR	79.80	Community Services
98735	5/24/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.01	Community Services
98609	5/15/2017	US BANK	VISA- CONEJO AWARDS	74.65	Community Services
98609	5/15/2017	US BANK	VISA- UPS STORE	73.75	Community Services
98609	5/15/2017	US BANK	VISA- SHELL OIL	71.25	Community Services
98684	5/24/2017	ANAYA/FELIPE//	REIMB MILEAGE - MAR-APR 17	69.34	Community Services
98615	5/17/2017	AT&T	TELEPHONE SERVICE	66.99	Community Services
98609	5/15/2017	US BANK	VISA- PETCO	65.23	Community Services
98609	5/15/2017	US BANK	VISA- AMOLS	62.23	Community Services
98609	5/15/2017	US BANK	VISA- DAN'S SUPER SUB	59.63	Community Services
98609	5/15/2017	US BANK	VISA- DS SERVICES	57.11	Community Services
98707	5/24/2017	HABER/AIMEE//	REIMB-EGG HUNT SUPPLIES	50.64	Community Services



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98609	5/15/2017	US BANK	VISA- CEDAR VALLEY	50.62	Community Services
98609	5/15/2017	US BANK	VISA- DOLLAR TREE	50.41	Community Services
98609	5/15/2017	US BANK	VISA- TARGET	48.33	Community Services
98609	5/15/2017	US BANK	VISA- KOHLS	48.23	Community Services
98609	5/15/2017	US BANK	VISA- JET.COM	46.16	Community Services
98609	5/15/2017	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
98609	5/15/2017	US BANK	VISA- COSTCO	43.94	Community Services
98609	5/15/2017	US BANK	VISA- RALPHS	41.91	Community Services
98609	5/15/2017	US BANK	VISA- FRANKLINS HARDWARE	41.45	Community Services
98609	5/15/2017	US BANK	VISA- COSTCO	40.95	Community Services
98609	5/15/2017	US BANK	VISA- DIPLOMART	40.18	Community Services
98609	5/15/2017	US BANK	VISA- TRADER JOE'S	37.45	Community Services
98609	5/15/2017	US BANK	VISA- SMITH PIPE & SUPPLY	35.26	Community Services
98609	5/15/2017	US BANK	VISA- WALMART	33.49	Community Services
98737	5/24/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	32.04	Community Services
98737	5/24/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	29.39	Community Services
98609	5/15/2017	US BANK	VISA- CANOGA ELECTRIC	28.34	Community Services
98609	5/15/2017	US BANK	VISA- MALIBU LAUNDRY	27.50	Community Services
98609	5/15/2017	US BANK	VISA- RALPHS	21.58	Community Services
98609	5/15/2017	US BANK	VISA- AMAZON.COM	19.16	Community Services
98609	5/15/2017	US BANK	VISA- UNION 76	16.67	Community Services
98735	5/24/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	14.84	Community Services
98609	5/15/2017	US BANK	VISA- LOWES	13.92	Community Services
98609	5/15/2017	US BANK	VISA- AMAZON.COM	10.93	Community Services
98609	5/15/2017	US BANK	VISA- RITE AID	8.68	Community Services
98609	5/15/2017	US BANK	VISA- 99 CENT STORE	8.16	Community Services
98609	5/15/2017	US BANK	VISA- EXXON MOBIL	8.00	Community Services
98609	5/15/2017	US BANK	VISA- DOLLAR TREE	7.28	Community Services
<b>Total Amount for 120 Line Item(s) from Community Services</b>				<b>\$59,876.48</b>	

**Finance**

98680	5/24/2017	ADP, INC	PAYROLL PROCESSING	1,573.48	Finance
98609	5/15/2017	US BANK	VISA- BARNES & NOBLE	443.05	Finance
98609	5/15/2017	US BANK	VISA- FRY'S ELECTRONICS	40.22	Finance
98609	5/15/2017	US BANK	VISA- RITE AID	8.50	Finance



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<b>Total Amount for 4 Line Item(s) from Finance</b>				<b>\$2,065.25</b>	
<b><u>Klubhouse Preschool</u></b>					
98609	5/15/2017	US BANK	VISA- COSTCO	2,602.83	Klubhouse Preschool
98711	5/24/2017	ICHKOVA/SVETLANA//	RECREATION INSTRUCTOR	2,340.00	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	2,029.73	Klubhouse Preschool
98695	5/24/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	1,435.00	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- PEACHJAR	720.00	Klubhouse Preschool
98735	5/24/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	305.39	Klubhouse Preschool
98656	5/17/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	264.92	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- BOWLERO	261.73	Klubhouse Preschool
98659	5/17/2017	ROSATI FARMS	MILK/YOGURT DELIVERY	254.40	Klubhouse Preschool
98722	5/24/2017	ROSATI FARMS	MILK/YOGURT DELIVERY	254.40	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- RHYME UNIVERSITY	225.44	Klubhouse Preschool
98686	5/24/2017	AT&T	TELEPHONE SERVICE	221.73	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- TARGET	156.07	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- SCOOTERS JUNGLE	150.00	Klubhouse Preschool
98794	5/31/2017	ROSATI FARMS	MILK/YOGURT DELIVERY	75.00	Klubhouse Preschool
98737	5/24/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	74.76	Klubhouse Preschool
98737	5/24/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	68.57	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- SPROUTS	49.90	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- SMART & FINAL	35.83	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- HOME DEPOT	30.95	Klubhouse Preschool
98609	5/15/2017	US BANK	VISA- TARGET	11.95	Klubhouse Preschool
<b>Total Amount for 21 Line Item(s) from Klubhouse Preschool</b>				<b>\$11,568.60</b>	
<b><u>Library</u></b>					
98640	5/17/2017	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	9,474.65	Library
98749	5/31/2017	BIBLIOTHECA, LLC	E-BOOKS	2,032.56	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	1,432.28	Library
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	855.31	Library
98773	5/31/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	705.95	Library
98784	5/31/2017	OCLC, INC.	MEMBERSHIP DUES- APR 2017	682.60	Library
98773	5/31/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	381.97	Library
98609	5/15/2017	US BANK	VISA- COSTCO	319.43	Library



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98804	5/31/2017	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
98792	5/31/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	242.40	Library
98745	5/31/2017	AT&T	TELEPHONE SERVICE	180.26	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	117.43	Library
98792	5/31/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	87.20	Library
98792	5/31/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	78.40	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	64.82	Library
98792	5/31/2017	RECORDED BOOKS, LLC	BOOKS ON CD	61.33	Library
98792	5/31/2017	RECORDED BOOKS, LLC	BOOKS ON CD	61.33	Library
98658	5/17/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	56.23	Library
98792	5/31/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	48.02	Library
98792	5/31/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	48.02	Library
98773	5/31/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	37.11	Library
98773	5/31/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	37.09	Library
98609	5/15/2017	US BANK	VISA- RALPHS	28.34	Library
98609	5/15/2017	US BANK	VISA- COSTCO	25.43	Library
98638	5/17/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.56	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	21.58	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	14.62	Library
98747	5/31/2017	BAKER & TAYLOR	BOOKS-LIBRARY	14.01	Library
98609	5/15/2017	US BANK	VISA- USPS	5.15	Library
<b>Total Amount for 30 Line Item(s) from Library</b>				<b>\$17,484.98</b>	

**LMD #22**

98667	5/17/2017	THE OAKS OF CALABASAS HOA	LANDSCAPE SERVICES	81,955.25	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	19,487.76	LMD #22
98678	5/24/2017	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	15,488.20	LMD #22
98678	5/24/2017	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	7,541.70	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,208.55	LMD #22
98660	5/17/2017	ROSS MORGAN & COMPANY, INC.	EMERGENCY TREE REMOVAL	6,326.25	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,967.50	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,828.58	LMD #22
98616	5/17/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,895.27	LMD #22
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	3,575.00	LMD #22



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98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,239.50	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,874.94	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,537.90	LMD #22
98746	5/31/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,156.00	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,151.26	LMD #22
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,870.47	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,764.95	LMD #22
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,470.77	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,237.18	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,194.95	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	765.00	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	736.85	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	732.70	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.96	LMD #22
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	648.30	LMD #22
98808	5/31/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	544.50	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	489.50	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	426.95	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	396.98	LMD #22
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	300.50	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	285.60	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	244.44	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	239.79	LMD #22
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	230.06	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	227.80	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	212.25	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	190.03	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	135.50	LMD #22
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	114.80	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	96.34	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	95.22	LMD #22
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	88.94	LMD #22
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	68.95	LMD #22
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	53.78	LMD #22
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	45.90	LMD #22



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98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.53	LMD #22
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14.57	LMD #22
<b>Total Amount for 50 Line Item(s) from LMD #22</b>				<b>\$193,710.53</b>	
<b><u>LMD #24</u></b>					
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,913.74	LMD #24
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,689.62	LMD #24
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,895.00	LMD #24
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	371.77	LMD #24
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	200.00	LMD #24
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	8.20	LMD #24
<b>Total Amount for 6 Line Item(s) from LMD #24</b>				<b>\$10,078.33</b>	
<b><u>LMD #27</u></b>					
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,125.91	LMD #27
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	412.91	LMD #27
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.23	LMD #27
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	2.05	LMD #27
<b>Total Amount for 4 Line Item(s) from LMD #27</b>				<b>\$1,564.10</b>	
<b><u>LMD #32</u></b>					
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,861.52	LMD #32
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	453.17	LMD #32
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	2.05	LMD #32
<b>Total Amount for 3 Line Item(s) from LMD #32</b>				<b>\$2,316.74</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
98650	5/17/2017	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,067.52	LMD 22 - Common Benefit Area
98619	5/17/2017	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL INSURANCE	11,022.00	LMD 22 - Common Benefit Area
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,268.74	LMD 22 - Common Benefit Area
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,695.24	LMD 22 - Common Benefit Area



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98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,618.25	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,589.50	LMD 22 - Common Benefit Area
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,466.62	LMD 22 - Common Benefit Area
98748	5/31/2017	BELLFREE CONTRACTORS INC	NEW MILLENNIUM TRAIL REPAIRS	1,260.00	LMD 22 - Common Benefit Area
98691	5/24/2017	BRIGHTVIEW TREE COMPANY	LANDSCAPE MAINTENANCE	900.00	LMD 22 - Common Benefit Area
98673	5/17/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	821.30	LMD 22 - Common Benefit Area
98673	5/17/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	619.60	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	526.41	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	481.83	LMD 22 - Common Benefit Area
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	432.62	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	419.36	LMD 22 - Common Benefit Area
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	408.96	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	399.64	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	271.63	LMD 22 - Common Benefit Area
98727	5/24/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	243.22	LMD 22 - Common Benefit Area
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	233.50	LMD 22 - Common Benefit Area
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	194.44	LMD 22 - Common Benefit Area
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	112.50	LMD 22 - Common Benefit Area
<b>Total Amount for 23 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$52,782.88</b>	

## Media Operations

98609	5/15/2017	US BANK	VISA- LENOVO GROUP	4,942.72	Media Operations
98803	5/31/2017	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,800.00	Media Operations
98803	5/31/2017	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,800.00	Media Operations
98803	5/31/2017	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,800.00	Media Operations
98782	5/31/2017	NICKERSON/LAURA//	CTV HOST SERVICES	1,650.00	Media Operations
98706	5/24/2017	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
98770	5/31/2017	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
98609	5/15/2017	US BANK	VISA- NATOA	580.00	Media Operations
98776	5/31/2017	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
98674	5/17/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	575.10	Media Operations
98609	5/15/2017	US BANK	VISA- B&H PHOTO	497.00	Media Operations
98729	5/24/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	413.97	Media Operations
98609	5/15/2017	US BANK	VISA- NATOA	400.00	Media Operations
98729	5/24/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
98609	5/15/2017	US BANK	VISA- AMAZON.COM	371.45	Media Operations



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98720	5/24/2017	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	336.00	Media Operations
98609	5/15/2017	US BANK	VISA- NATOA	150.00	Media Operations
98674	5/17/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	136.81	Media Operations
98609	5/15/2017	US BANK	VISA- B&H PHOTO	126.63	Media Operations
98669	5/17/2017	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	96.88	Media Operations
98622	5/17/2017	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	83.68	Media Operations
98679	5/24/2017	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
98679	5/24/2017	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
98679	5/24/2017	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
98679	5/24/2017	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
98609	5/15/2017	US BANK	VISA- VIMEO	59.95	Media Operations
98734	5/24/2017	VERIZON WIRELESS	TELEPHONE SERVICE	53.46	Media Operations
98609	5/15/2017	US BANK	VISA- ADOBE CREATIVE	49.99	Media Operations
98687	5/24/2017	AT&T MOBILITY	TELEPHONE SERVICE	47.01	Media Operations
98609	5/15/2017	US BANK	VISA- FRESH BROTHERS	36.62	Media Operations
98609	5/15/2017	US BANK	VISA- L.A. TIMES	15.89	Media Operations
<b>Total Amount for 31 Line Item(s) from Media Operations</b>				<b>\$18,716.93</b>	

**Non-Departmental**

98677	5/18/2017	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2017	5,000.00	Non-Departmental
98723	5/24/2017	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,850.43	Non-Departmental
98609	5/15/2017	US BANK	VISA- LIFE STORE	2,035.00	Non-Departmental
98614	5/17/2017	ART SOUP LA	ART RENTAL	2,022.77	Non-Departmental
98621	5/17/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	1,507.71	Non-Departmental
98620	5/17/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,361.73	Non-Departmental
98609	5/15/2017	US BANK	VISA- FIRE 6/4/16	1,229.48	Non-Departmental
98753	5/31/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	737.55	Non-Departmental
98753	5/31/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	655.27	Non-Departmental
98791	5/31/2017	READYREFRESH BY NESTLE	WATER SERVICE	322.44	Non-Departmental
98609	5/15/2017	US BANK	VISA- COSTCO	285.38	Non-Departmental
98674	5/17/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	271.77	Non-Departmental
98786	5/31/2017	PAPER RECYCLING & SHREDDING	ARCHIVAL RECORD DESTRUCTION	264.00	Non-Departmental
98762	5/31/2017	CR PRINT	BUSINESS CARDS	112.56	Non-Departmental
98609	5/15/2017	US BANK	VISA- COFFEE WHOLESALE USA	109.78	Non-Departmental
98609	5/15/2017	US BANK	VISA- ROADSIDE LUMBER	76.93	Non-Departmental
98754	5/31/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental



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98636	5/17/2017	FEDERAL EXPRESS CORP.	COURIER SERVICE	55.03	Non-Departmental
98735	5/24/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	54.35	Non-Departmental
98754	5/31/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	39.79	Non-Departmental
98609	5/15/2017	US BANK	VISA- AMAZON.COM	20.45	Non-Departmental
98767	5/31/2017	FEDERAL EXPRESS CORP.	COURIER SERVICE	11.63	Non-Departmental
98609	5/15/2017	US BANK	VISA- PAVILIONS	4.49	Non-Departmental
<b>Total Amount for 23 Line Item(s) from Non-Departmental</b>				<b>\$19,089.64</b>	
<b><u>Payroll</u></b>					
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	7,989.08	Payroll
<b>Total Amount for 1 Line Item(s) from Payroll</b>				<b>\$7,989.08</b>	
<b><u>Police / Fire / Safety</u></b>					
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2017	358,335.25	Police / Fire / Safety
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2017	8,333.39	Police / Fire / Safety
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,236.32	Police / Fire / Safety
98777	5/31/2017	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- APR 2017	1,735.60	Police / Fire / Safety
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,273.59	Police / Fire / Safety
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	860.12	Police / Fire / Safety
98778	5/31/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2017	387.50	Police / Fire / Safety
<b>Total Amount for 7 Line Item(s) from Police / Fire / Safety</b>				<b>\$373,161.77</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
98609	5/15/2017	US BANK	VISA- MACKAY COMMUNICATION	233.58	Public Safety & Emergency Preparedness
<b>Total Amount for 1 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$233.58</b>	
<b><u>Public Works</u></b>					
98756	5/31/2017	CITY OF AGOURA HILLS	TMDL COMPLIANCE MONITORING	93,072.96	Public Works
98657	5/17/2017	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	21,116.37	Public Works
98678	5/24/2017	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	15,525.00	Public Works
98751	5/31/2017	CALIFORNIA GREEN CONSULTING	GREEN STREET PROJECT	14,985.00	Public Works
98672	5/17/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	10,714.20	Public Works



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98701	5/24/2017	DOWNSTREAM SVCS, INC.	CDS UNIT MAINTENANCE	8,930.00	Public Works
98664	5/17/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	8,200.00	Public Works
98625	5/17/2017	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,108.84	Public Works
98678	5/24/2017	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	5,432.60	Public Works
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,528.48	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,514.12	Public Works
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,085.78	Public Works
98678	5/24/2017	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,997.40	Public Works
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,962.07	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,139.18	Public Works
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,839.81	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,403.09	Public Works
98676	5/17/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,700.00	Public Works
98673	5/17/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,569.45	Public Works
98673	5/17/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,452.61	Public Works
98761	5/31/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,260.29	Public Works
98647	5/17/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,219.58	Public Works
98721	5/24/2017	RESOURCE 4 SIGNS	RECYCLING SIGNS	1,200.00	Public Works
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	1,006.50	Public Works
98623	5/17/2017	CHRIS NELSON & ASSOC INC	SURVEY CONSULTING	900.00	Public Works
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	780.00	Public Works
98705	5/24/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	775.00	Public Works
98648	5/17/2017	LEMUS/ALBA//	CONSULTING SERVICES	700.00	Public Works
98648	5/17/2017	LEMUS/ALBA//	CONSULTING SERVICES	700.00	Public Works
98714	5/24/2017	LEMUS/ALBA//	CONSULTING SERVICES	700.00	Public Works
98714	5/24/2017	LEMUS/ALBA//	CONSULTING SERVICES	700.00	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	695.00	Public Works
98797	5/31/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	690.00	Public Works
98609	5/15/2017	US BANK	VISA- APWA	680.00	Public Works
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	636.88	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	595.00	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	586.00	Public Works
98797	5/31/2017	SO-CAL PRESSURE WASH	PRESSURE WASHING	550.00	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	545.00	Public Works
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	539.00	Public Works
98813	5/31/2017	WILLDAN ASSOCIATES INC.	CONCEPT REVIEW	527.00	Public Works
98672	5/17/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	450.00	Public Works



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98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	437.50	Public Works
98808	5/31/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
98609	5/15/2017	US BANK	VISA- APWA	340.00	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	337.50	Public Works
98611	5/17/2017	ACORN NEWSPAPER	ARBOR DAY ADVERTISING	331.76	Public Works
98611	5/17/2017	ACORN NEWSPAPER	ARBOR DAY ADVERTISING	331.76	Public Works
98611	5/17/2017	ACORN NEWSPAPER	EARTH DAY ADVERTISING	312.24	Public Works
98611	5/17/2017	ACORN NEWSPAPER	EARTH DAY ADVERTISING	312.24	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	295.00	Public Works
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARK	277.00	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	275.00	Public Works
98761	5/31/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	238.43	Public Works
98685	5/24/2017	ANDY GUMP, INC.	PORTABLE TOILET RENTAL	212.55	Public Works
98721	5/24/2017	RESOURCE 4 SIGNS	RECYCLING SIGNS	175.69	Public Works
98609	5/15/2017	US BANK	VISA- APWA	170.00	Public Works
98653	5/17/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	150.00	Public Works
98609	5/15/2017	US BANK	VISA- HOME DEPOT	149.65	Public Works
98740	5/31/2017	ACORN NEWSPAPER	LEGAL ADVERTISING	132.00	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	125.00	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	125.00	Public Works
98807	5/31/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	125.00	Public Works
98734	5/24/2017	VERIZON WIRELESS	TELEPHONE SERVICE	114.03	Public Works
98628	5/17/2017	COUNTY SANITATION DISTRICT	REFUSE FEES- APR 2017	91.00	Public Works
98609	5/15/2017	US BANK	VISA- HD SUPPLY	90.64	Public Works
98609	5/15/2017	US BANK	VISA- HD SUPPLY	78.92	Public Works
98609	5/15/2017	US BANK	VISA- DIY	47.37	Public Works
98609	5/15/2017	US BANK	VISA- PEDALERS FORK	44.40	Public Works
98670	5/17/2017	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	39.00	Public Works
98609	5/15/2017	US BANK	VISA- DIY	31.83	Public Works
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.80	Public Works
98674	5/17/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	16.27	Public Works
<b>Total Amount for 73 Line Item(s) from Public Works</b>				<b>\$241,581.29</b>	

**Recoverable / Refund / Liability**

98785	5/31/2017	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	1,923.00	Recoverable / Refund / Liability
98688	5/24/2017	BAYLISS/ADRIENNE//	REFUND PLANNING PERMIT	633.24	Recoverable / Refund / Liability



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98649	5/17/2017	MANALO/BENJAMIN//	RECREATION REFUND	225.00	Recoverable / Refund / Liability
98785	5/31/2017	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	217.77	Recoverable / Refund / Liability
98725	5/24/2017	SOLARCITY CORPORATION	REFUND BUILDING PERMIT	139.20	Recoverable / Refund / Liability
98785	5/31/2017	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	115.00	Recoverable / Refund / Liability
98666	5/17/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 5/12/17	46.15	Recoverable / Refund / Liability
98635	5/17/2017	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	-5,574.98	Recoverable / Refund / Liability
<b>Total Amount for 8 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$-2,275.62</b>	

## Tennis & Swim Center

98808	5/31/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,720.94	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- GREAT MATS	2,808.75	Tennis & Swim Center
98713	5/24/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,872.39	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- PATIO COLLECTION	1,587.10	Tennis & Swim Center
98665	5/17/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,540.82	Tennis & Swim Center
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,531.52	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- HOME DEPOT	1,290.40	Tennis & Swim Center
98651	5/17/2017	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	970.95	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- PATIO COLLECTION	858.58	Tennis & Swim Center
98755	5/31/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	818.56	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- OFFICE DEPOT	777.74	Tennis & Swim Center
98711	5/24/2017	ICHKOVA/SVETLANA//	RECREATION INSTRUCTOR	658.00	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- PATIO COLLECTION	652.50	Tennis & Swim Center
98626	5/17/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	650.11	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- AMAZON.COM	625.89	Tennis & Swim Center
98759	5/31/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	570.50	Tennis & Swim Center
98693	5/24/2017	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	551.50	Tennis & Swim Center
98712	5/24/2017	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	541.71	Tennis & Swim Center
98675	5/17/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	470.27	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- ARC SERVICES	455.00	Tennis & Swim Center
98642	5/17/2017	KEISER	FITNESS EQUIPMENT PARTS	452.61	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- CENTURY MA	449.87	Tennis & Swim Center
98743	5/31/2017	AM PM DOOR INC	DOOR REPAIRS	449.66	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- CALABASAS PRINTING	445.88	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- BIG LOTS	398.30	Tennis & Swim Center
98742	5/31/2017	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	381.00	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- INDEED	357.40	Tennis & Swim Center



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98609	5/15/2017	US BANK	VISA- LALA LAND IMPORTS	331.24	Tennis & Swim Center
98810	5/31/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	330.44	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- MCCALLA CO	329.74	Tennis & Swim Center
98743	5/31/2017	AM PM DOOR INC	DOOR REPAIRS	322.50	Tennis & Swim Center
98668	5/17/2017	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	322.42	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- VIVA WHOLESale	310.00	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- FEDEX	283.50	Tennis & Swim Center
98805	5/31/2017	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	281.40	Tennis & Swim Center
98810	5/31/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	273.31	Tennis & Swim Center
98775	5/31/2017	KEISER	FITNESS EQUIPMENT PARTS	262.94	Tennis & Swim Center
98775	5/31/2017	KEISER	FITNESS EQUIPMENT PARTS	253.67	Tennis & Swim Center
98757	5/31/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
98736	5/24/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	184.40	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- AMAZON.COM	178.51	Tennis & Swim Center
98617	5/17/2017	B & B PLUMBING	PLUMBING REPAIRS- T&SC	175.50	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- WSW CORP	174.00	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- ROADSIDE LUMBER	152.32	Tennis & Swim Center
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	151.51	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- DUNN EDWARDS	120.37	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
98810	5/31/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	98.66	Tennis & Swim Center
98655	5/17/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 17	97.60	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- CATALINA PAINTS	93.96	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- RALPHS	88.87	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- RALPHS	73.39	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- PARTY WORLD	63.29	Tennis & Swim Center
98750	5/31/2017	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM REPAIRS	47.50	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- FEDEX	46.46	Tennis & Swim Center
98643	5/17/2017	KISHIMOTO/RAINE//	REIMB MILEAGE - APR 17	42.59	Tennis & Swim Center
98741	5/31/2017	AIRGAS- WEST	TC HELIUM	35.20	Tennis & Swim Center
98612	5/17/2017	AIRGAS- WEST	TC HELIUM	32.50	Tennis & Swim Center
98712	5/24/2017	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	26.04	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- TARGET	25.00	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- FRANKLINS HARDWARE	17.56	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- POSTAL ANNEX	16.35	Tennis & Swim Center
98609	5/15/2017	US BANK	VISA- HOME DEPOT	-22.48	Tennis & Swim Center

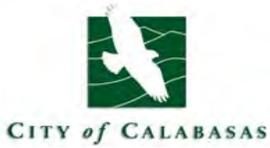


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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 63 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$31,458.21</b>	
<b><u>Transportation</u></b>					
98635	5/17/2017	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	111,499.52	Transportation
98641	5/17/2017	JT GENERAL CONSTRUCTION	CONSULTING SVCS- PARK & RIDE	37,834.00	Transportation
98652	5/17/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 17	16,965.82	Transportation
98652	5/17/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 17	12,624.40	Transportation
98654	5/17/2017	PCI	PAVEMENT STRIPING & MARKING	11,958.77	Transportation
98717	5/24/2017	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2017	7,346.80	Transportation
98704	5/24/2017	GO GREEN SOLAR SOLUTIONS, INC.	PERMIT- PARK & RIDE SOLAR	6,385.68	Transportation
98717	5/24/2017	MALIBU CANYON SHELL	FUEL CHARGES- APR 2017	5,743.03	Transportation
98652	5/17/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 17	3,644.28	Transportation
98727	5/24/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,284.84	Transportation
98806	5/31/2017	TRAFFIC LOGIX CORPORATION	SOLAR TRAFFIC SIGN	3,054.75	Transportation
98652	5/17/2017	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	2,890.44	Transportation
98681	5/24/2017	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- JUN 2017	1,920.59	Transportation
98798	5/31/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,471.66	Transportation
98780	5/31/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,227.60	Transportation
98639	5/17/2017	INNER-I ...SECURITY IN FOCUS	CAMERA INSTALLATION	780.00	Transportation
98663	5/17/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	760.00	Transportation
98652	5/17/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 17	576.05	Transportation
98609	5/15/2017	US BANK	VISA- APWA	510.00	Transportation
98609	5/15/2017	US BANK	VISA- CHEVRON	331.96	Transportation
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- DMGE	310.00	Transportation
98733	5/24/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- DMGE	195.00	Transportation
98609	5/15/2017	US BANK	VISA- POSTAL ANNEX	187.02	Transportation
98609	5/15/2017	US BANK	VISA- O'REILLY AUTO	149.23	Transportation
98646	5/17/2017	LA DWP	TRAFFIC METER SERVICE	134.28	Transportation
98700	5/24/2017	DEPARTMENT OF CONSUMER AFFAIRS	ENGINEER LICENSE RENEWAL	115.00	Transportation
98744	5/31/2017	AT&T	TELEPHONE SERVICE	94.88	Transportation
98609	5/15/2017	US BANK	VISA- UNION 76	86.56	Transportation
98609	5/15/2017	US BANK	VISA- SHELL OIL	79.36	Transportation
98609	5/15/2017	US BANK	VISA- CHEVRON	76.43	Transportation
98609	5/15/2017	US BANK	VISA- EXXON MOBIL	73.68	Transportation
98609	5/15/2017	US BANK	VISA- UNION 76	54.99	Transportation
98609	5/15/2017	US BANK	VISA- SHELL OIL	43.03	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
98609	5/15/2017	US BANK	VISA- EXXON MOBIL	42.86	Transportation
98609	5/15/2017	US BANK	VISA- DIY	37.13	Transportation
98609	5/15/2017	US BANK	VISA- CALABASAS CAR CARE	36.69	Transportation
98609	5/15/2017	US BANK	VISA- ITE SO CAL	35.00	Transportation
98609	5/15/2017	US BANK	VISA- UNION 76	33.25	Transportation
98609	5/15/2017	US BANK	VISA- CALBASAS SINCLAIR	30.48	Transportation
98609	5/15/2017	US BANK	VISA- CHEVRON	29.00	Transportation
98609	5/15/2017	US BANK	VISA- CALABASAS SINCLAIR	27.46	Transportation
98609	5/15/2017	US BANK	VISA- UNION 76	25.99	Transportation
98609	5/15/2017	US BANK	VISA- UNION 76	24.93	Transportation
98609	5/15/2017	US BANK	VISA- EXXON MOBIL	16.00	Transportation
<b>Total Amount for 44 Line Item(s) from Transportation</b>				<b>\$232,748.44</b>	
<b>GRAND TOTAL for 608 Line Items</b>				<b>\$1,364,225.93</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings      Agenda Title/Future Agenda

### 28-Jun

CD	Presentation	Boething project overviewby Brad Rosenheim
PW	Consent	Tobacco Retailers Update
AS	Consent	Adoption of Resolution No. 2017-1558, rescinding Resolution No. 2016-1517 and approving a salary schedule for permanent employees
AS	Consent	Adoption of Resolution No. 2017-1559, establishing employee flex credit amounts for 2018 and rescinding Resolution No. 2016-1518
AS	Consent	Approval of PSA for Secural not to exceed \$300,000
Finance	Public Hearing	Adoption of Resolution No. 2017-1556, approving the operating and capital improvement budgets for July 1, 2017 through June 30, 2019, providing for the appropriations and expenditures for all sums set forth in said budget; and adoption of Resolution No. 2017-1557, establishing the appropriations limit for Fiscal Year 2017-2018
CD	Public Hearing	Public Forum ordinance
CC	New Business	Designation of League of CA cities voting delegates
PW	New Business	Updates on City's Environmental Programs, Ordinances and Plans

### Future Items

CC	New Business	Discussion of League of CA Cities Resolutions
CD	New Business	Discussion of process for small projects
CD	New Business	Ridgeline discussion
PW	New Business	Report on Vision Zero
CC	New Business	Headwaters Corner update
CD	Presentation	Belmont Village Senior Living Calabasas
AS	Consent	Adoption of Ordinance No. 2017-350, approving the Joint Powers Agreement for Los Angeles Community Choice Energy and authorizing the implementation of a Community Choice Aggregate Program
CS	New Business	Parks Master Plan briefing
PS	New Business	Introduction of Ordinance for drone regulations
PW	New Business	Business recognition program for environmental efforts
CD	New Business	Noticing procedures/newspaper publications

### 2017 Meeting Dates

12-Jul - Canceled	25-Oct
26-Jul - Canceled	8-Nov
9-Aug	22-Nov - Canceled Thanksgiving Eve
23-Aug	29-Nov - Special Meeting Council Reorganization
13-Sep - TBD - League Annual Conference	13-Dec
27-Sep	27-Dec - Canceled
11-Oct	