



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, MARCH 13, 2019
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Girl Scouts Cadette 2616
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.

- Adjourn in memory – Henry and Margaret Yobs

PRESENTATIONS – 7:35 P.M.

- To Calabasas High School Football players who were awarded scholarships
- By Nader Heydari from the Ventura Chapter of American Public Works Association (APWA) for Projects of the Year:
 - Las Virgenes Creek Restoration Project – Phase II
 - Lost Hills Interchange Project

- By Dr. Alex Farassati for 2019 National Engineers Week Project of the Year
 - Las Virgenes Creek Restoration Project – Phase II

COMMISSION APPOINTMENTS – 8:25 P.M.

1. Consideration and approval of appointments to the Environmental, Public Safety and Traffic & Transportation Commissions and swearing in ceremony

ORAL COMMUNICATION – PUBLIC COMMENT – 8:35 P.M.

CONSENT ITEMS – 8:45 P.M.

2. Approval of meeting minutes from February 27, 2019
3. First amended employment contract-salary for City Manager
4. Adoption of Ordinance No. 2019-375, to amend Calabasas Municipal Code, Section 17.12.050, related to Antennas/Personal Wireless Telecommunications Facilities, to add provisions creating a separate application and approval process for small wireless facility permit applications required by the FCC's Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. Section 1.6001 et seq. The Communication and Technology Commission (acting as a Planning Commission per section 17.76 of the CMC) recommended approval of the Ordinance to the City Council at a public hearing held on February 11, 2019
5. Adoption of Resolution No. 2019-1616 approving submittal of applications for all CalRecycle Grants for which the City of Calabasas is eligible
6. Adoption of Resolution No. 2019-1617 to include a list of projects funded by Senate Bill 1 (The Road Repair and Accountability Act) to the Fiscal Year 2019-20 budget for the Capital Improvement Program
7. Recommendation to approve a Purchase Order for an amount not to exceed \$200,000 for years 2019 through 2021 with Apro, LLC DBA United Pacific (new owners of Malibu Canyon Shell) for the fueling of transit vehicles
8. Approval of professional services agreement with GMZ Engineering, Inc. in the amount of \$122,124 for slope repair and \$48,000 for fencing obligation for Las Virgenes Creek Restoration Project – Phase II

NEW BUSINESS – 9:00 P.M.

9. Sheriff's Crime Report

INFORMATIONAL REPORTS – 9:40 P.M.

10. Check Register for the period of February 14-27, 2019

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 Henry and Margaret Yobs to their next regular meeting scheduled on Wednesday, March 27, 2019, at 7:00 p.m.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2019
TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MARICELA HERNANDEZ, MMC, CITY CLERK *Marc*
SUBJECT: CONSIDERATION AND APPROVAL OF APPOINTMENTS TO THE ENVIRONMENTAL, PUBLIC SAFETY AND TRAFFIC & TRANSPORTATION COMMISSIONS

MEETING DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

That the Council approve appointments to the Environmental, Public Safety and Traffic & Transportation Commissions.

BACKGROUND:

Pursuant to the Calabasas Municipal Code, City Commission members, with the exception of the Library Commission, serve terms lasting for the lesser of two years or until the expiration of the term of the Councilmember who nominated that commissioner. Library Commissioners serve three-year terms as set forth in the California Education Code.

Attached is a matrix listing City Council recommendations to fill Commission positions.

REQUESTED ACTION:

- 1) That the Council approve the following appointments:
 - a. Environmental Commission for term expiring November 2020: Lisa Brackelmanns-Wilder (Bozajian);
 - b. Public Safety Commission for term expiring November 2020: Matt Slatoff (Weintraub)
 - c. Traffic and Transportation Commission for term expiring November 2020: Peter Valk (Gaines)

ATTACHMENTS:

- a. Appointment recommendation log
- b. Commission applications/resumes

COMMISSION APPOINTMENT/REAPPOINTMENT RECOMMENDATIONS - ITEM 1 ATTACHMENT A

ENVIRONMENTAL COMMISSION			
LISA BRACKELMANNNS-WILDER	BOZAJIAN	YES	YES

PUBLIC SAFETY COMMISSION			
MATT SLATOFF	WEINTRAUB	YES	YES

TRAFFIC AND TRANSPORTATION COMMISSION			
PETER VALK	GAINES	YES	YES



CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: *Lesia Brackelmanns - Weder*

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME TELEPHONE: [REDACTED] CELL PHONE: [REDACTED]

E-MAIL: [REDACTED] HOME FAX:

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE: [REDACTED] BUSINESS FAX:

OCCUPATION: *Attorney* EMPLOYER: *LA County*

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: [REDACTED]

EDUCATION:
BA - UCLA
M. Phil - Cambridge University
JD - Loyola Law School, Los Angeles

CIVIC AFFILIATIONS:

COMMUNITY INTERESTS: family, community involvement,
skiing, guitar, travel.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I am both a public servant of LA County for the past 28 years and have been on Calabasas boards & commissions for close to 20 years. I have volunteered at all levels of schools in the LVUSD and feel strongly that a community is only as strong as its citizens involvement. I enjoy being involved in the Calabasas community and hope to be elected to another term on this commission.

DATE: 10-31-18



SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



RECEIVED
By receipt at 10:30 am, Nov 19, 2018

CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Matthew Slatoff

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX: N/A

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX: N/A

OCCUPATION: VP - Global Security

EMPLOYER: Marvel Studios

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Media/Entertainment

EDUCATION: Masters - Homeland Security Leadership - University of Connecticut
BA - Law & Society / Criminal Justice - UCSB
Variety of security related certifications

CIVIC AFFILIATIONS:

Currently Vice Chair of the Public Safety Commission
LAFD CERT - Trained in Calabasas
Alumni - FBI LA Citizens' Academy
Anti-Defamation League (ADL) Glass Leadership Program graduate

COMMUNITY INTERESTS:

Increasing safety at our schools
Promoting emergency preparedness in the community

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

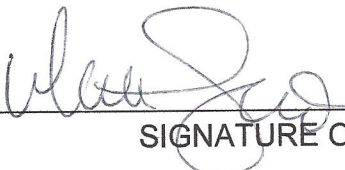
Over the past two years, we have successfully pushed and research initiatives that have better prepared the City for potential safety and security concerns. This includes creating a drone ordinance, reviewing and increasing false alarm fees, creating an LASD unattended gate entry program and more.

As part of the Public Safety Commission, I would like to continue this proactive effort to ensure our community is prepared and safe. As an example, I am interested in exploring community programs for the schools, businesses, and city at large that would increase awareness of suspicious activity, potential crime, safety threats, and other actions that could negatively impact the people and city.

I have a strong background in security and personal safety consultation and have worked closely with all levels of law enforcement. I would like to continue to share my experience as part of the Commission, learn from its members, and provide a positive contribution to the City of Calabasas.

DATE: _____

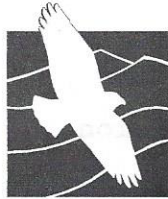
11/17/18



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CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
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- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Peter Valk

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME TELEPHONE:

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX:

OCCUPATION: Transportation Consultant EMPLOYER: TMS LLC

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Transportation Consultant

EDUCATION:

- BA - State University of NY @ Buffalo
- MA - UCLA - Urban Planning

CIVIC AFFILIATIONS:

**Mountains Restoration Trust Docent
Traffic and Transportation Commission**

COMMUNITY INTERESTS:

**Transportation and Traffic
Environmental matters**

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I am pleased to have served on the T&T Commission since 1996 and to return my professional knowledge to the community which I have resided in since 1990 and love dearly.

DATE: _____

11-4-18



SIGNATURE OF APPLICANT

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**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, FEBRUARY 27, 2019**

Mayor Shapiro called the Closed Session to order at 5:34 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

1. Conference with Legal Counsel; Initiation of Litigation
(Gov. Code § 54956.9(d)(4))
Number of Potential Cases: 1

2. Conference with Legal Counsel; Existing Litigation
(Gov. Code § 54956.9(d)(1))
One Case: Zeesman et al. vs State, City of Calabasas, et al.
Los Angeles Superior Court Case Number BC681331

3. Public Employee Performance Evaluation (Gov. Code Section 54957)
Title: City Manager

The Council convened to Open Session in the Council Chambers at 7:05 p.m.

Mr. Howard announced that the City Council authorized him to enter into a retainer agreement with the Law Firm Thompson Coe to add them as a defense in the matter of Zeesman vs City of Calabasas.

ROLL CALL

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

Absent: None

Staff: Barancik, Bingham, Farassati, Hall, Hernandez, Holden, Howard, Klein, Lysik, Pelka, Petros Rubin, Tamuri and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pack 333 - Wolf Den 4

APPROVAL OF AGENDA

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

AGENDA ITEM NO. 2

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Maurer:

- Shared the Mission Statement of the Santa Monica Mountains Conservancy.

Councilmember Bozajian:

- The annual Open House/St. Patrick's Day Celebration is scheduled on March 16 at the Agoura Hills/Calabasas Community Center.
- The annual Arbor Day will be held on March 16 at AC Stelle Middle School.
- Annual Earth Day is scheduled on April 13 at Las Virgenes Creek.

Mayor pro Tem Weintraub:

- A Safe and Secure Community Collection event is scheduled on March 2 at the Lost Hills Sheriff's station.

Councilmember Gaines:

- Extended an invitation to Calabasas High School Spring Musical, Chicago starting on March 5.

Mayor Shapiro:

- Extended appreciation to staff and the Environmental Commission for the well-attended Environmental Public Forum held on February 21.
- Extended an invitation to a Woolsey Fire hearing on March 3, at King Gillette Ranch.
- The second Speaker Series is scheduled on March 1, featuring a North Korean expert.
- Extended an invitation to watch CHS graduate Parker Brahm pitch at UCLA on March 1.

PRESENTATIONS

- To Calabasas High School Model UN Team

Mayor Shapiro presented certificates to the Model UN Team.

- To Calabasas High School Academic Decathlon Team

Mayor Shapiro presented certificates to the Decathlon Team.

- To the Calabasas Saddlery honoring their Fiftieth Anniversary

Mayor Shapiro presented a certificate to Calabasas Saddlery.

- Employee Service Awards

Mayor Shapiro presented service awards to Tatiana Holden and Marty Hall for ten years; to Luisa Barancik and Dr. Gary J. Lysik for fifteen years; and to Arvin Petros for twenty years.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Carol Washburn spoke during public comment.

APPOINTMENTS AND REPORTS

3. Sheriff report and introduction of new acting Captain of Lost Hills Sherriff's Station

Acting Captain Salvador "Chuck" Becerra introduced himself to the City Council and the community.

1. Consideration and approval of appointments to the Environmental, Public Safety and Traffic & Transportation Commissions and swearing in ceremonies

This item was moved to the March 13 Council meeting.

2. By the City's auditing firm, Moss, Levy & Hartzheim on the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018

Mr. Craig Hartzheim presented the report.

CONSENT ITEMS

4. Approval of meeting minutes from February 13, 2019
5. Adoption of Ordinance No. 2019-373 to amend Chapter 17.11, Table 2.2 of the Calabasas Municipal Code to allow "Pharmacies and Drug Stores" as a conditionally permitted use in the Commercial, Mixed Use (CMU) Zone. The project is exempt from environmental review in accordance with Section 15061 (b)(3)(General Rule Exemption) and Section 15303 (Class 3 – New Construction or Conversion of Small Structures) of the CEQA Guidelines. The Planning Commission recommended that the City Council approve the project at its December 20, 2018 meeting

6. Adoption of Ordinance No. 2019-374, amending Calabasas Municipal Code Section 2.04.060 – Councilmember – Eligibility to hold Office
7. Adoption of Resolution No. 2019-1615, amending Resolution No. 2018-1597, approving the position and salary of a full-time Media and Information Services Director and eliminating a full-time Media, Library and Information Services Director position

Mayor pro Tem Weintraub moved, seconded by Councilmember Gaines to approve Consent Item Nos. 4-7. MOTION CARRIED 5/0 as follows:

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

The meeting recessed at 8:12 p.m.
The meeting reconvened at 8:22 p.m.

PUBLIC HEARING

8. Consideration of Ordinance No. 2019-375, to amend Calabasas Municipal Code, Section 17.12.050, related to Antennas/Personal Wireless Telecommunications Facilities, to add provisions creating a separate application and approval process for small wireless facility permit applications required by the FCC's Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. Section 1.6001 et seq. The Communication and Technology Commission (acting as a Planning Commission per section 17.76 of the CMC) recommended approval of the Ordinance to the City Council at a public hearing held on February 11, 2019

Mayor Shapiro opened the public hearing.

Mr. Klein, Ms. Tamuri and Dr. Kramer presented the report.

Daisy Uykipang and Michael Brockman spoke on Item No. 8.

Mayor Shapiro closed the public hearing.

After discussion, Councilmember Maurer moved, seconded by Mayor pro Tem Weintraub to approve Item No. 8 with modifications. MOTION CARRIED 5/0 as follows:

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

The meeting recessed at 9:48 p.m.
The meeting reconvened at 9:58 p.m.

Councilmember Maurer left the meeting.

NEW BUSINESS

9. Updates on City of Calabasas plastic straws, stirrers and cutlery

After discussion, direction was provided to staff.

INFORMATIONAL REPORTS

10. Check Register for the period of February 6-13, 2019

No action was taken on this item.

TASK FORCE REPORTS

Mayor pro Tem Weintraub reported that at the last COG meeting they discussed storm water and permitting issues. In addition, they discussed the increase in burglaries in the City and surrounding communities.

Mayor Shapiro reported Councilmember Gaines and his attendance to the VICA State Officeholders dinner. Further, he reported attendance to the Woolsey Fire taskforce meeting.

CITY MANAGER'S REPORT

Dr. Lysik reported that the CJPIA is ready with contractors to remove debris and reconstruct City parks that sustained damage during the Woolsey fire. However, they are pending soils reports from the County of Los Angeles.

FUTURE AGENDA ITEMS

Mayor pro Tem Weintraub requested a taskforce to review wireless service.

Councilmember Bozajian requested an occupancy update on the Summit and Thousand Oaks Shopping Centers. In addition, he requested an update on the educational plaques on City facilities.

Mayor Shapiro requested a full report from the Sheriff's be scheduled at the next Council meeting. He also requested Deputy Fire Chief Marrone be invited to attend a future meeting.

ADJOURN

The meeting adjourned at 10:24 p.m. to the next regular meeting scheduled on Wednesday, March 13, 2019, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 1, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, COLANTUONO HIGHSMITH & WHATLEY CITY ATTORNEYS

SUBJECT: FIRST AMENDED EMPLOYMENT CONTRACT- SALARY MEETING

DATE: MARCH 13, 2019

SUMMARY:

The City Manager’s employment agreement entitles him to specified salary, benefits and reimbursement of expenses, which may be adjusted by the City Council in their discretion. The City Council has recently completed a performance evaluation of the City Manager and has requested the City Attorney prepare a report to consider amending the City Manager’s employment agreement to provide a salary adjustment consistent with the duties he performs and his performance.

When the City Manager was hired in August 2018, the beginning salary was less than that of the former City Manager. In addition, during the past six months, the City Manager has also continued to perform his previous functions as the Chief Financial Officer (CFO) while also engaged in recruitment to fill the CFO position. This constituted over \$100,000 savings to the City of Calabasas. It has been suggested that a possible increase would be approximately 4.3% or \$10,000. This would result in an adjustment of the City Manager’s annual salary from \$231,697 to \$241,696. The attached first amended employment agreement would reflect and authorize an increase of \$10,000 effective March 1, 2019.

DISCUSSION:

The City Manager’s employment agreement entitles him to a specified salary, which may, in the discretion of the City Council, be adjusted. Having now conducted the City Manager’s performance evaluation, the City Council has suggested consideration of a salary increase be presented for consideration pursuant to law. The proposed increase of \$10,000 added to the existing annual salary is equivalent to approximately 4.3%, retroactive to March 1, 2019. The change is noted as highlighted text in the attached first amended employment agreement.

FISCAL IMPACT/SOURCE OF FUNDING:

The City’s current budget contains sufficient savings from the vacant CFO position to cover the adjustment.

SUMMARY RECOMMENDATION:

If the City Council desires to approve the amendment to the City Manager’s contract as outlined above, the first amended employment agreement should be approved and the Mayor should be authorized to sign it on behalf of the City.

ATTACHMENT:

First Amended Employment Agreement between Gary J. Lysik and the City of Calabasas.

ITEM 3 ATTACHMENT
FIRST AMENDED EMPLOYMENT AGREEMENT

THIS **FIRST AMENDED** EMPLOYMENT AGREEMENT is made and entered into as of the 13th day of **March** 2019, by and between the CITY OF CALABASAS, California, a Municipal Corporation, hereinafter called the “City,” and GARY J. LYSIK, hereinafter called “Employee.”

RECITALS

A. City desires to, **and has**, retained **ed** the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee’s employment and this Agreement when City may desire to do so;
- (4) Recognize Employee’s accomplishments during his service to the City to date; and

C. The parties further desire to establish the Employee’s conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City hereby employs Employee as City Manager of City to perform the functions and duties of the City Manager as specified in City’s Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee’s full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule of 8 hours per day, Monday through Friday and shall not participate in the 9/80 schedule made available to other employees. Employee’s duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. Term. This Agreement shall be effective August 8, 2018, and will remain in force and effect until terminated as provided herein. The amendments to this Agreement made by this **First Amendment** are effective as of **March 1, 2019** unless otherwise expressly stated herein.

4. Salary; Merit Bonus. Under this Employment Agreement City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$231,697 less customary and legally required payroll deductions. Effective March **13, 2019** that sum shall be increased to **\$241,697** retroactive to **March 1, 2019**. Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 11 of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the City.

5. Automobile. City shall provide Employee with a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. Employee shall have access to City-owned vehicles as needed to conduct official business during regular business hours or extended travel authorized by the City Council. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and replacement of his automobile.

6. Retirement and Deferred Compensation. City shall contribute the employer's and Employee's portion of cost of membership in the Public Employees Retirement System (PERS) during the term of this Agreement. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 and will match any contributions Employee may make to that plan consistent with the City match provided to all other employees (currently 2% of the employee's salary).

7. Medical, Dental and Vision Insurance. City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded department heads. If Employee elects not to participate in the City's medical plan, the City will contribute the amount it pays in lieu of those benefits under the current benefit resolution of the City to the Section 457 plan referred to in paragraph 6 above or, at Employee's option, pay that sum as additional taxable compensation to Employee.

8. Other Benefits. City shall provide to Employee any other benefits mandated by state or federal law. In addition, should Employee move his primary residence to the City of Calabasas, either through purchase or a minimum one year lease, the City shall reimburse Employee up to a maximum of \$10,000 for actual documented moving expenses.

9. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or

personal affidavits, and audit thereof in like manner as other demands against the City. City shall provide Employee with a lap-top computer and a cellular phone for the conduct of City business and to assure his availability to the City in the event of an emergency.

10. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Employee may participate in the City's tuition reimbursement program on the same terms and conditions as other Department Heads. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

11. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. During the first year of employment the City Council shall review and evaluate Employee's performance after six months. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council. Employee will be eligible for consideration of a salary increase after each performance evaluation. Whether to grant any salary increase and the amount thereof, shall be in the sole discretion of the City Council.

12. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law. Employee shall not engage in any outside employment nor have any outside business interests without having obtained the prior approval of City Council.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at

any time with or without cause, subject only to the provisions of this Agreement.

(C) Until such time as the Rules entitle him to a greater amount, Employee shall be entitled to the annual number of vacation leave days which are provided for all other Department Heads. Said vacation leave shall be with pay. Employee may accrue up to 45 days vacation and, once having accrued that amount, shall accrue no further vacation under this Agreement until he uses vacation time to reduce his accrued balance. The Employee may cash out vacation time on the same terms and conditions as established by the City for other management employees.

(D) Employee shall be entitled to 12 days of sick leave and 5 days of administrative leave with pay per year. Employee may not cash out unused sick leave upon termination of this Agreement. Administrative leave is prorated. Except as expressly provided in this Agreement, Employee's use and accrual of sick and administrative leave shall be governed by the Rules.

(E) Employee shall be exempt from paid overtime compensation and from Social Security taxes other than those which are mandatory (e.g. the mandatory Medicare portion of such taxes).

(F) Employee shall be entitled to eleven and one-half holidays per year pursuant to City policy and to one floating holiday per year. Except as expressly provided in this Agreement, Employee's holidays shall be governed by the Rules.

(G) The City will pay for Employee's memberships in the Calabasas Tennis & Swim Center and the Agoura Hills / Calabasas Community Center.

(H) The City will provide Employee short-term and long-term disability insurance on the same terms as such insurance is provided to department heads of the City. The City will provide Employee with life insurance in the amount of 1 and one-half times his annual salary with Employee to name the beneficiary. The City will pay the premium for Employee and his household members to participate in the City's Employee Assistance Program.

14. General Provisions.

(A) The parties agree to fully comply with Government Code sections that are part of AB 1344 and other applicable law as it relates to reimbursement by an employee upon conviction of a qualifying crime or abuse of office as defined, including the following:

- (1) Gov't Code sec. 53243. Reimbursement of paid leave salary required upon conviction of crime involving the office or position.
- (2) Gov't Code sec. 53243.1. Reimbursement of legal criminal defense upon conviction of a qualifying crime involving the office or position.
- (3) Gov't Code sec. 53243.2. Reimbursement of cash settlement upon conviction of a qualifying crime involving the office or position.
- (4) Gov't Code sec. 53243.3. Reimbursement of non-contractual

payments upon conviction of a qualifying crime involving the office or position.

(5) Gov't Code sec. 53243.4 Abuse of office or position defined.

(B) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(C) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(D) This Agreement may be terminated by either party with or without notice and with or without cause subject only to the requirements of paragraph 15 below regarding severance. Notice of termination to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302.

With a courtesy copy to:

Scott H. Howard
Colantuono Highsmith & Whatley,
790 E. Colorado Blvd. Suite 850
Pasadena, CA 91101-2109.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to make best efforts to give City not less than 60 days' written notice of his resignation.

(E) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(F) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or

condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

15. Severance. If City terminates this Agreement without cause, as defined in this paragraph, then City shall pay Employee severance equal to six months' salary plus one month's salary, in the amounts in effect at the time the notice of termination is given, for each full year of service to the City which Employee has completed as of the termination date, not to exceed an amount equal to twelve months' salary. The City shall have cause to terminate Employee without payment of severance under this paragraph 15 if Employee engages in any of the following conduct: theft or destruction of City property; conviction of a felony, or of a misdemeanor adversely reflecting on Employee's fitness to perform assigned duties; unauthorized absence from employment or abuse of leave privileges; reporting for work, or being at work, under the influence of, or in the possession of, alcoholic beverages, or non-prescribed "controlled substances" as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date (excluding possession of alcoholic beverages in compliance with the Rules); improper or unauthorized use of City funds or City property; acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; or engaging in harassment prohibited by state or federal law.

IN WITNESS WHEREOF the parties have executed this **First Amended** Employment Agreement as of the day and year first above written.

EMPLOYEE

Dr. Gary J. Lysik

CITY OF CALABASAS

ATTEST:

Maricela Hernandez, MMC
CITY CLERK

David J. Shapiro
MAYOR

Approved as to form:

Scott H. Howard, City Attorney
Colantuono Highsmith & Whatley



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, SENIOR PLANNER *MAK*
MATT SUMMERS, ASSISTANT CITY ATTORNEY

SUBJECT: ADOPTION OF ORDINANCE NO. 2019-375, TO AMEND CALABASAS MUNICIPAL CODE, SECTION 17.12.050, RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES, TO ADD PROVISIONS CREATING A SEPARATE APPLICATION AND APPROVAL PROCESS FOR SMALL WIRELESS FACILITY PERMIT APPLICATIONS REQUIRED BY THE FCC'S DECLARATORY RULING AND REPORT AND ORDER (FCC 18-133) ADOPTING 47 C.F.R. SECTION 1.6001 ET SEQ.

MEETING DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance No. 2019-375, amending Section 17.12.050 of the City of Calabasas Land Use and Development Code, related to Antennas/Personal Wireless Telecommunications Facilities, to add provisions creating a separate application and approval process for small wireless facility permit applications covered under the FCC's Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq.

BACKGROUND:

At the February 27, 2019, City Council meeting, Ordinance No. 2019-375 was introduced with two minor modifications following a public hearing. Staff has

updated the final ordinance accordingly, and it is now the appropriate time for this ordinance to be formally adopted.

REQUESTED ACTION:

Staff recommends that the City Council adopt Ordinance No. 2019-375

ATTACHMENTS:

Attachment A: Ordinance No. 2019-375

ORDINANCE NO. 2019-375

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CALABASAS MUNICIPAL CODE, SECTION 17.12.050 RELATED TO ANTENNAS/PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES TO ADD PROVISIONS SPECIFICALLY REGULATING SMALL WIRELESS FACILITIES COVERED UNDER 47 C.F.R. SECTION 1.6001 ET SEQ.

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

WHEREAS, on September 26, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq.; and

WHEREAS, 47 C.F.R. section 1.6001 et seq. implements 47 U.S.C. sections 332(c)(7) and 1455, regulating the collocation, modification, and deployment of wireless facilities; and

WHEREAS, FCC 18-133 is intended to streamline the process of collocating and deploying small wireless facilities necessary to support the 5G network infrastructure; and

WHEREAS, FCC 18-133 shortens the shot clock for reviewing small wireless facility permit applications, limits the amount of fees that can be assessed for the review, regulates aesthetic requirements, among others; and

WHEREAS, FCC 18-133 takes effect on January 14, 2019, and preempts any and all conflicting local ordinances and regulations; and

WHEREAS, given the short time period before the effective date of the new regulations, which require that the City approve applications for small wireless facilities, time is of the essence to avoid the City being unable to timely review and evaluate applications brought under this new federal regulatory scheme; and

WHEREAS, the adoption of an administrative regulatory process to review, evaluate, and approve if warranted, applications for small wireless facilities is necessary to protect the public's health, safety, and welfare by complying with federal law, thereby preserving to the maximum extent possible the City's ability

to regulate the collocation to existing structures and the deployment to new structures; and

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

WHEREAS, this Land Use and Development Code Amendment implements the General Plan's visions and desire for the community, is adopted in the public's interest, and is otherwise consistent with federal and state law; and

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

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and because the proposed action is not a project under Section 15378(b)(5) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance with the CEQA guidelines; and

WHEREAS, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas General Plan; all reports, testimony, and transcripts from the Communications and Technology Commission's February 11, 2019 meeting; and reports, and testimony at the City Council's February 27, 2019 meeting.

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

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

1. Notice of the February 27, 2019 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Agoura Hills/Calabasas Community Center, Gelson's Market and at Calabasas City Hall.
2. Notice of the February 27, 2019 City Council public hearing was posted in the *Acorn* ten (10) days prior to the hearings.
3. Notice of the February 27, 2019 City Council public hearing included the information set forth in Government Code Section 65009, subdivision (b)(2).

4. Following a public hearing held on February 11, 2019, the Communications and Technology Commission adopted Resolution No. 2019-043 recommending to the City Council approval of Ordinance No. 2019-375.

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

Section 17.76.050(B) and Section 17.12.050(I) of the Calabasas Municipal Code allows the Communications and Technology Commission to recommend and the City Council to approve a Development Code change relating to wireless communication facilities provided that the following findings are made:

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

The proposed amendment meets this finding because it maintains and strengthens the policies of the General Plan, including those in the Services, Infrastructure & Technology Element that are intended to encourage the development and maintenance of fast and secure communications networks in order to allow residents to take advantage of the benefits of personal wireless services. Specifically, the proposed amendment will encourage access to fast and secure broadband networks, as called for by Policy XII-35, by ensuring that the City's wireless facility ordinance complies with applicable federal law. The Federal Communications Commission (FCC) recently adopted regulations implementing Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub.L No. 112-96, 126 Stat. 156, codified at 47 U.S.C. § 1455) which provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." (47 U.S.C. § 1455, subd. (a)(1); 47 C.F.R. §§ 1.40001, et seq.) The FCC's Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq. also implements the Telecommunications Act of 1996, intended to preempt state and local legal requirements that act as a barrier to entry in the provision of interstate and intrastate telecommunication services. The proposed amendment complies with this federal law, which requires a streamlined review process for, and limits the City's power to deny, new small wireless facilities and certain proposed modifications of existing small wireless facilities, while preserving to the maximum extent possible the City's procedural and substantive requirements for modifications to existing small wireless facilities.

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

The proposed amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City as the proposed amendment does not modify either the radio frequency emissions standards applicable to personal wireless telecommunications facilities, which are set by the Federal Communications Commission, or the health and safety requirements of Title 15 of the Calabasas Municipal Code. The proposed amendment complies with federal law by creating a streamlined review process and specifying required findings for approval of certain federally protected proposed small cell sites. The proposed amendment does not change any health or safety standard and does not permit approval of any modifications to existing wireless telecommunications facilities that violate the health and safety requirements of Title 15 of the Calabasas Municipal Code or any other applicable law.

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

The Council finds that the proposed amendment is exempt from CEQA review because there is no possibility that this amendment, which does not directly authorize any new construction or development, may have a significant effect upon the environment. Under CEQA Guidelines Section 15061(b)(3), a project is exempt when there is no possibility that it may have a significant effect on the environment. The proposed amendment does not authorize any new construction or development; rather it modifies the City's existing standards for reviewing and approval proposed modifications to small wireless facilities to comply with federal law. Further, every proposed small wireless facility governed by the proposed amendment will receive individualized CEQA review unless otherwise exempt under CEQA. Accordingly, the Council finds that the proposed amendment is exempt from CEQA under Guidelines Section 15061(b)(3) because there is no possibility that that it will have a significant effect on the environment.

Additionally, the Council finds that the proposed amendment, adopting provisions necessary to comply with Declaratory Ruling and Report and Order (FCC 18-133) (47 C.F.R. section 1.6001 et seq.), does not qualify as a "project" under CEQA Guidelines Section 15378(b)(5). Section 6409(a) requires that State and local governments "may not deny, and shall approve" any "eligible facilities request" for collocation or modification of wireless transmission equipment so long as it does not "substantially change the physical dimensions of the existing wireless tower or base station." Under CEQA Guidelines Section 15378(b)(5), a "project" does not include "administrative activities of governments that will not result in direct or indirect physical changes in the environment." The proposed amendment is an administrative activity because it creates an administrative process to determine whether federal law mandates that the City approve an application for a modification to an existing wireless

telecommunications facility. The proposed amendment will not "result in direct or indirect physical changes in the environment" because federal regulations deem all applications for the modification of existing wireless towers and base stations granted so long as such modification does not substantially change the physical dimensions of the wireless tower or base station. Any physical changes in the environment will therefore occur whether the City adopts the regulations or not. Accordingly, the Council finds that the regulations related to Section 6409(a) in the proposed amendment do not qualify as a "project" under CEQA Guidelines Section 15378(b)(5) because it constitutes administrative activities of government that do not directly or indirectly result in any physical changes in the environment. A Notice of Exemption has been prepared.

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

The proposed amendment complies with federal law by creating a streamlined review process and specifying required findings for approval of certain federally protected proposed small cell wireless sites and modifications to existing wireless telecommunications facilities. The proposed amendment also clarifies which proposed modifications to existing wireless telecommunications facilities must be approved by a wireless facility permit and which must be approved by the new, streamlined wireless facility minor modification permit. The new requirements for certain federally protected proposed modifications to existing wireless telecommunication facilities fit within the context of the wireless facility ordinance and do not conflict with any other provision of the Development Code, therefore, the proposed amendment meets this finding.

SECTION 3. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (C) is hereby amended to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

- C. Standards for all personal wireless telecommunication facilities. All personal wireless telecommunication facilities, including a small wireless facility, shall comply with the following requirements:

1. Permit Requirements. No new personal wireless telecommunication facility shall be installed until the applicant or operator has obtained: (i) a wireless facility permit or small wireless facility permit (as specified in Section 17.12.050(G)), (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. All modifications to an existing personal wireless telecommunications facility that do not meet the findings of approval

required for a wireless facility minor modification permit as specified in Section 17.12.050(F) or a small wireless facility permit as specified in Section 17.12.050(G), shall be subject to the approval of (i) a wireless facility permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit. Applications for wireless facility permits shall be first reviewed by the development review committee. All applications for wireless facility permits will be scheduled for a public hearing before the commission in accordance with Section 17.12.050(L) and Chapter 17.78 of this code. The commission shall determine if a proposed project for which a wireless facility permit is required is the least intrusive means to close a significant gap in the applicant's service coverage. All modifications to an existing personal wireless facility that meet the conditions of approval required for a wireless facility minor modification permit as specified in Section 17.12.050(F) shall be subject to the approval of (i) a wireless facility minor modification permit, in addition to (ii) an encroachment permit from the public works department (if applicable), and (iii) any other permit required by applicable provisions of this code including a building permit, an electrical permit, or an oak tree permit.

2. Wireless Facility Permit Application Content. Applications for the approval of wireless facility permits for personal wireless telecommunication facilities shall include, but are not necessarily limited to, an application fee and the following information, in addition to all other information required by the city for a wireless facility permit application pursuant to Chapter 17.60 of this title:
 - a. Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of Section 17.12.050(C)(3); and
 - b. Scaled visual simulations showing the proposed facility superimposed on photographs of the site and surroundings, to assist the commission in assessing the visual impacts of the proposed facility and its compliance with the provisions of this section; and
 - c. For new facilities, the plans shall include (in plan view and elevations) a scaled depiction of the maximum permitted increase as authorized by Section 6409(a) of the 2012 Middle Class Tax Relief Act, using the proposed project as a baseline; and
 - d. A master plan which identifies the location of the proposed facility in relation to all existing and potential facilities maintained by the operator intended to serve the city. The master plan shall reflect all potential locations that are reasonably anticipated for construction within two years of submittal of the application. Applicants may not file, and the

- city shall not accept, applications that are not consistent with the master plan for a period of two years from approval of a wireless facility permit unless: (i) the applicant demonstrates materially changed conditions which could not have been reasonably anticipated to justify the need for a personal wireless telecommunication facility site not shown on a master plan submitted to the city within the prior two years or (ii) the applicant establishes before the commission that a new personal wireless telecommunication facility is necessary to close a significant gap in the applicant's personal communication service, and the proposed new installation is the least intrusive means to do so; and
- e. A siting analysis which identifies a minimum of five other feasible locations within or without the city which could serve the area intended to be served by the facility, unless the applicant provides compelling technical reasons for providing fewer than the minimum. The alternative site analysis shall include at least one collocation site; and
 - f. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination Of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power"; and
 - g. A statement signed by a person with legal authority to bind the applicant attesting under penalty of perjury to the accuracy of the information provided in the application; and
 - h. A noise study, prepared by a qualified engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators; and
 - i. A written statement of the applicant's willingness to allow other carriers to collocate on the proposed personal wireless telecommunication facility wherever technically and economically feasible and aesthetically desirable; and
 - j. Such other information as the director shall establish from time to time pursuant to the Permit Streamlining Act, Government Code Section 65940, or to respond to changes in law or technology.

- k. An application for a personal wireless telecommunication facility in a public right-of-way for which the applicant claims entitlement under California Public Utilities Code Section 7901 shall be accompanied by evidence satisfactory to the director that the applicant is a telephone corporation or has written authorization to act as an agent for a telephone corporation.
3. New Wireless Facility Permit–Preferred Zones and Locations. When doing so would not conflict with one of the standards set forth in this subsection (C) or with federal law, personal wireless telecommunication facilities subject to the approval of a wireless facility permit or small wireless facility permit shall be located in the most appropriate location as described in this subsection (3), which range from the most appropriate to the least appropriate. Nothing in this section shall detract from the requirements of Section 17.12.050(C)(4)(a) below.
- i. Collocation on an existing facility in a commercial zone;
 - ii. Collocation on an existing structure or utility pole in a commercial zone;
 - iii. Location on a new structure in a commercial zone;
 - iv. Collocation on an existing facility in a public facility or recreation zone;
 - v. Location on an existing structure or utility pole in a public facility or recreation zone;
 - vi. Location on a new structure in a public facility or recreation zone.

No new facility may be placed in a less appropriate area unless the applicant demonstrates to the satisfaction of the commission or director that no more appropriate location can feasibly serve the area the facility is intended to serve provided, however, that the commission or director may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

4. Design and Development Standards. Personal wireless telecommunication facilities, including small wireless facilities, shall be designed and maintained as follows:
- a. All new personal wireless telecommunication facilities that do not meet the findings of approval for a small wireless facility permit as specified in Section 17.12.050(G), shall be set back at least one thousand (1,000) feet from schools, dwelling units and parks, as measured from the closest point of the personal wireless telecommunication facility (including accessory equipment) to the applicable property line, unless an applicant establishes that a lesser setback is necessary to close a significant gap in the applicant's personal communication service, and the proposed personal wireless telecommunication facility is the least

intrusive means to do so. An applicant who seeks to increase the height of an existing personal wireless telecommunication facility, or of its antennas, located less than one thousand (1,000) feet from a school, dwelling unit or park and who is subject to the approval of a wireless facility permit for the proposed height increase must establish that such increase is necessary to close a significant gap in the applicant's personal communication service, and the proposed increase is the least intrusive means to do so.

- b. Facilities shall have subdued colors and non-reflective materials which blend with the materials and colors of the surrounding area and structures.
 - c. Unless otherwise prohibited by state or federal law, all equipment not located on a roof shall be underground; any equipment that is not undergrounded shall be screened from adjacent uses to the maximum extent feasible.
 - d. The facilities shall not bear any signs or advertising devices other than certification, warning or other signage required by law or expressly permitted by the city.
 - e. At no time shall equipment noise (including air conditioning units) from any facility exceed the applicable noise limit established in Section 17.20.160 of this title at the facility's property line; provided, however, that for any such facility located within five hundred (500) feet of any property zoned open space or residential, or improved with a residential use, such equipment noise shall at no time be audible at the property line of any open space or residentially zoned, or residentially improved property.
 - f. If the majority of radio frequency coverage from the proposed facility is outside the city limits, the applicant must, in addition to the other requirements of this section, prove that the applicant is unable to locate the proposed new facility within the locale or locales that will receive the majority of the coverage from the proposed personal wireless telecommunications facility, and that no other feasible location for the facility exists outside of the city limits. That an applicant for a wireless facility permit in the city has been denied a wireless facility, antenna, or wireless coverage in another jurisdiction shall not be considered evidence or proof that the applicant is unable to locate in another jurisdiction.
5. Independent Expert Review. The city shall retain one or more independent, qualified consultants to review any application for a wireless facility permit for a personal wireless telecommunication facility, for a wireless facility minor modification permit, or for a small wireless facility permit. The review is intended to be a review of technical aspects of the proposed wireless telecommunication facility or modification of an existing wireless

telecommunication facility and shall address any or all of the following, as applicable:

- a. For wireless facility permits, whether the proposed wireless telecommunication facility is necessary to close a significant gap in coverage and is the least intrusive means of doing so;
- b. The accuracy and completeness of submissions;
- c. For wireless facility permits, technical demonstration of the unavailability of alternative sites or configurations and/or coverage analysis;
- d. The applicability of analysis techniques and methodologies;
- e. For wireless facility permits, the viability of alternative sites and alternative designs; and
- f. For wireless facility permits, an analysis of the potential expansion that would be considered an eligible facility request under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012; and
- g. Any other specific technical issues designated by the city.

The cost of the review shall be paid by the applicant through a deposit estimated to cover the cost of the independent review, as established by the director or City Council.

6. Conditions of Approval. All facilities subject to a wireless facility permit approved under this section shall be subject to the following conditions, as applicable:

- a. Facilities shall not bear any signs or advertising devices other than legally required certification, warning, or other required seals or signage, or as expressly authorized by the city.
- b. Abandonment:
 - 1) Personal wireless telecommunication facilities that are no longer operating shall be removed at the expense of the applicant, operator, or owner no later than ninety (90) days after the discontinuation of use. Disuse for ninety (90) days or more shall also constitute a voluntary termination by the applicant of any land use entitlement under this code or any predecessor to this code.
 - 2) The director shall send a written notice of the determination of non-operation to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted

pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.

- 3) The operator of a facility shall notify the city in writing of its intent to abandon a permitted site. Removal shall comply with applicable health and safety regulations. Upon completion of abandonment, the site shall be restored to its original condition at the expense of the applicant, operator, or owner.
 - 4) All facilities not removed within the required ninety-day period shall be in violation of this code. In the event the city removes a disused facility upon the failure of the applicant, operator, or owner to timely do so, the applicant, operator, and owner shall be jointly and severally liable for the payment of all costs and expenses the city incurs for the removal of the facilities, including legal fees and costs.
- c. The applicant, operator of a facility and property owner (when applicable) shall defend, indemnify and hold the city and its elective and appointed boards, commissions, officers, agents, consultants and employees harmless from and against all demands, liabilities, costs (including attorneys' fees), or damages arising from the city's review and/or approval of the design, construction, operation, location, inspection or maintenance of the facility.
- d. Removal of Unsafe Facilities. If, at any time after ten (10) years of the issuance of a building permit or encroachment permit, or any shorter period permitted by Government Code Section 65964(b), any personal wireless telecommunication facility becomes incompatible with public health, safety or welfare, the applicant or operator of the facility shall, upon notice from the city and at the applicant's or operator's own expense, remove that facility. Written notice of a determination pursuant to this paragraph shall be sent to the owner and operator of the personal wireless telecommunication facility, who shall be entitled to a hearing on that determination before the city manager or a hearing officer appointed by the city manager, provided that written request for such a hearing is received by the city clerk within ten (10) days of the date of the notice. Any such hearing shall be conducted pursuant to Chapter 17.74 of this title, although no further appeal from the decision of the city manager may be had other than pursuant to Code of Civil Procedure Section 1094.5. Upon a final decision of the city manager or the running of the time for a request for a hearing without such a request, the operator shall have ninety (90) days to remove the facility.

- e. The owner or operator of any personal wireless telecommunication facility approved by a wireless facility permit under this subsection C of this Section 17.12.050 shall cooperate with the director to: (1) verify that the facility design conforms with relevant building and safety requirements; and (2) verify that the facility complies with the requirements of Section 17.12.050 of the Calabasas Municipal Code.
 - f. Prior to the issuance of a building permit or encroachment permit, the applicant or owner/operator of the facility shall pay for and provide a performance bond, which shall be in effect until all facilities are fully and completely removed and the site reasonably returned to its original condition. The purpose of this bond is to cover the applicant's or owner/operator of the facility's obligation under the conditions of approval and the City of Calabasas Municipal Code. The bond coverage shall include, but not be limited to, removal of the facility, maintenance obligations and landscaping obligations. (The amount of the performance bond shall be set by the director on a case-specific basis and in an amount reasonably related to the obligations required under this code and all conditions of approval, and shall be specified in the conditions of approval.)
 - g. An applicant shall not transfer a permit to any person or entity prior to completion of construction of a personal wireless telecommunication facility.
 - h. The applicant shall submit as-built photographs of the facility within ninety (90) days of installation of the facility, detailing the installed equipment.
 - i. A personal wireless telecommunication facility approved by a wireless facility permit may operate only until the tenth anniversary of the date it is first placed into service, unless that sunset date is extended by additional term(s) not to exceed ten (10) years pursuant to a wireless facility permit issued under this Section 17.12.050. There is no limit to the number of times the sunset date for a facility may be extended.
7. Wireless Facility Permit Findings. In addition to the findings required in Section 17.62.060 of this code, no wireless facility permit for a proposed personal wireless telecommunication facility may be approved unless the commission or council finds as follows:
- a. The applicant has demonstrated by clear and convincing evidence that the facility is necessary to close a significant gap in the operator's service coverage. Such evidence shall include in-kind call testing of existing facilities within the area the applicant contends is a significant gap in coverage to be served by the facility.
 - b. The applicant has demonstrated by clear and convincing evidence that no feasible alternate site exists that would close a significant gap in the operator's service coverage which alternative site is a more appropriate

location for the facility under the standards of Section 17.12.050 of the Calabasas Municipal Code.

- c. The facility satisfies the location requirements of Section 17.12.050(C)(3) of the Calabasas Municipal Code.

8. Violations. The city may revoke a wireless facility permit for any personal wireless telecommunication facility in violation of this section in accordance with Section 17.80.070 of this code. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.

SECTION 4. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (D) is hereby amended to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

D. Standards for Personal Wireless Telecommunication Facilities Not Located Within a Public Right-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit or small wireless facility permit, and not located within a public right-of-way, shall comply with the following requirements:

1. Location Requirements. To minimize aesthetic and visual impacts on the community, personal wireless telecommunication facilities shall be located according to the following standards:

- a. General Requirements.

- i. A freestanding telecommunications tower or monopole shall be set back a distance of at least one hundred fifty (150) percent of the height of the tower from the nearest property line of any residentially zoned or occupied lot.

- b. Restricted Locations. Personal wireless telecommunication facilities located in any of the following locations must be designed as a stealth facility:

- i. Within any nonresidential zone on a site that contains a legally established residential use; and

- ii. Within the Old Town overlay zone; and

- iii. On any property that is designated historic by the city council; and

- iv. Within the area subject to the Calabasas Park Centre Master Plan; and

- v. Within a scenic corridor designated by the city; and

- vi. Within a historic district designated by the city ~~and~~

~~vii. Within HOA-owned property in any zone.~~

- c. Prohibited Locations. No personal wireless telecommunication facility shall be established on any ridgeline or within any residential or open space zoning district described in subparagraphs (i), (ii) and (iii) herein.
 - i. Ridgelines. No personal wireless telecommunication facility shall be placed on or near a ridgeline.
 - ii. Residential Zones. No facility shall be located within a residential zone, including areas set aside for open space, parks or playgrounds.
 - iii. Open Space. No facility shall be located within an open space zone or park.

Any wireless telecommunication facility proposed for a site within any open space zone shall not be deemed a "public utility" as that term is otherwise defined and understood in the Calabasas Municipal Code regarding development in such open space zones.

- d. Guidelines for Placement on Structures. Antennas shall be mounted on structures utilizing the methods described below. If an antenna cannot be mounted as set forth in subsection (i), it may be mounted in accordance with subsection (ii). If an antenna cannot be mounted as set forth in either subsection (i) or (ii), it may be mounted in accordance with subsection (iii):
 - i. A stealth facility mounted on an existing structure or collocated on an existing tower;
 - ii. A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
 - iii. A stealth facility mounted on a new steel, wood or concrete pole.

2. Design and Development Standards. Personal wireless telecommunication facilities shall be designed and maintained as follows:

- a. Building-mounted facilities shall be designed and constructed to be fully screened in a manner that is compatible in color, texture and type of material with the architecture of the building on which the facility is mounted.
- b. All accessory equipment associated with the operation of a personal wireless telecommunication facility shall be located within a building enclosure or underground vault that complies with the development standards of the zoning district in which the accessory equipment is located.

3. City Council Approval Required. Notwithstanding Section 17.12.050(D)(1)(c), personal wireless telecommunication facilities subject to the approval of a wireless facility permit may be permitted in a prohibited location only if the applicant obtains a wireless facility permit from the city council following a public hearing and recommendation from the communication and technology commission, and provides technically sufficient and conclusive proof that the proposed location is necessary for provision of wireless services to substantial areas of the city, that it is necessary to close a significant gap in the operator's coverage and that there are no less intrusive alternative means to close that significant gap.

SECTION 5. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (E) is hereby added to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

- E. Standards for Personal Wireless Telecommunication Facilities Located Within Public Rights-of-Way. In addition to the requirements in section (C) above, all personal wireless telecommunication facilities subject to the approval of a wireless facility permit or small wireless facility permit, and located within public rights-of-way, shall comply with the following requirements to the fullest extent permitted by state and federal law:
 1. Construction. These standards are intended to exert the maximum authority available to the city in the regulation of personal wireless telecommunication facilities under applicable state and federal law but not to exceed that authority. Accordingly, this section shall be construed and applied in light of any such limits on the city's authority. The purpose of this subsection (E) is to regulate personal wireless telecommunications facilities proposed for sites within public rights-of-way consistently with the rights conferred on telephone corporations by Public Utilities Code §§ 7901 and 7901.1 and to address the aesthetic and safety concerns unique to such proposals due to their highly visible location in rights-of-way that must be safely shared with pedestrians, motorists and other utility infrastructure.
 2. Application Content. Applications for the approval of personal wireless telecommunication facilities within the public right-of-way shall include the following information, in addition to all other information required by subsection (C)(2) above:
 - a. The applicant shall provide certification that the facility is for the use of a telephone corporation or state the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience

and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.

3. Guidelines. All personal wireless telecommunication facilities, including small wireless facilities as specified in Section 17.12.050(G), located within a public right-of-way shall be designed as follows:
 - a. Ground-mounted equipment shall be screened, to the fullest extent possible, through the use of landscaping, walls, or other decorative feature, as approved by the commission.
 - b. Facilities located within a designated scenic corridor or historic districts shall be stealth facilities, with all equipment, excluding required electrical meter cabinets, located underground or pole-mounted. Required electrical meter cabinets shall be screened as approved by the commission.
 - c. Personal wireless telecommunication facilities not located within a scenic corridor or historic district designated by the city shall be designed to place all equipment underground, excluding required electrical meters. However, if such facilities cannot be placed underground, ground-mounted equipment may be installed up to a height of five feet and to a footprint of fifteen (15) square feet.
 - d. Pole-mounted equipment shall not exceed six cubic feet.
 - e. Pole-mounted antennas shall adhere to the following guidelines:
 - i. If an antenna cannot be mounted as set forth in subsection (a), it may be mounted in accordance with subsection (b). If an antenna cannot be mounted as set forth in either subsection (a) or (b), it may be mounted in accordance with subsection (c):
 - (a) A stealth facility mounted on an existing, collocated monopole or tower;
 - (b) A stealth facility mounted on an existing steel or concrete pole, including a light standard; or
 - (c) A stealth facility mounted on a new steel, wood or concrete pole but only if an operator shows that it cannot otherwise close a significant gap in its service coverage, and that the proposal is the least intrusive means of doing so.
 - ii. All installations shall be engineered to withstand high wind loads. An evaluation of high wind load capacity shall include the impact of an additional antenna installation on a pole with existing antennae.
 - iii. The maximum height of any antenna shall not exceed twenty-four (24) inches above the height of a pole or tower other than a streetlight pole, nor six feet above the height of a streetlight pole, nor shall any portion of the antenna or equipment mounted on a pole be less than sixteen (16) feet above any drivable road surface. All installations on utility poles shall fully comply with California Public

Utilities Commission General Order 95 as it now exists or may hereafter be amended.

- iv. A freestanding telecommunications tower or monopole shall be set back a distance of at least one hundred fifty (150) percent of the height of the tower to the nearest structure designed for occupancy.
 - v. No antenna associated with a small wireless facility as specified in Section 17.12.050(G) shall exceed three (3) cubic feet in volume including all physically-integrated mounting apparatus attached thereto, including without limitation connectors, mounting brackets, antenna element aiming equipment, and other antenna equipment.
 - f. Equipment shall be located so as not to cause: (i) any physical or visual obstruction to pedestrian or vehicular traffic, (ii) inconvenience to the public's use of a public right-of-way, or (iii) safety hazards to pedestrians and motorists. In no case shall ground-mounted equipment, walls, or landscaping be less than eighteen (18) inches from the front of the curb.
 - g. Facilities shall not be located within five hundred (500) feet of another wireless facility on the same side of a street.
 - h. No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act.
4. Findings. In addition to the findings required in subsection (C)(7) above, no proposed personal wireless telecommunication facility subject to the approval of a wireless facility permit or small wireless facility permit within a public right-of way may be approved unless the following findings are made:
- a. The proposed facility has been designed to blend with the surrounding environment, with minimal visual impact on the public right-of-way.
 - b. The proposed facility will not have an adverse impact on the use of the public right-of-way, including but not limited to, the safe movement and visibility of vehicles and pedestrians.
5. Conditions of Approval. In addition to compliance with the guidelines outlined in paragraph (3) of this subsection and the conditions of approval listed in subsection (C)(6) above, all facilities approved under this subsection (E) shall be subject to the following conditions:
- a. Any approved wireless communication facility within a public right-of-way shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the public works director to: (i) protect the public health, safety, and welfare; (ii) prevent interference with pedestrian and vehicular traffic; or (iii) prevent damage to a public right-of-way or any property adjacent to it. Before the director of public works imposes conditions, changes, or limitations pursuant to this paragraph, he or she shall notify the applicant or operator, in writing, by mail to the address set forth in the application or such other address as

may be on file with the city. Such change, new limitation or condition shall be effective twenty-four (24) hours after deposit of the notice in the United States mail.

- b. The applicant or operator of the personal wireless telecommunication facility shall not move, alter, temporarily relocate, change, or interfere with any existing public facility, structure or improvement without the prior written consent of the City, and the owner in the circumstance where the owner is not the City. No structure, improvement or facility owned by the city shall be moved to accommodate a personal wireless telecommunication facility unless: (i) the city determines, in its sole and absolute discretion, that such movement will not adversely affect the city or surrounding residents or businesses, and (ii) the applicant or operator pays all costs and expenses related to the relocation of the city's facilities. Every applicant or operator of any personal wireless telecommunication facility shall assume full liability for damage or injury caused to any property or person by his, her, or its facility. Before commencement of any work pursuant to an encroachment permit issued for any personal wireless telecommunication facility within a public right-of-way, an applicant shall provide the city with documentation establishing to the city's satisfaction that the applicant has the legal right to use or interfere with any other facilities within the public right-of-way to be affected by applicant's facilities.
- c. Should any utility company offer electrical service to a wireless facility which service does not require the use of a meter cabinet, the applicant or operator of the facility shall at its cost remove the meter cabinet and any foundation thereof and restore the area to its prior condition.

SECTION 6. Code Amendment. Calabasas Municipal Code Section 17.12.050, subsection (G) is hereby added to read as follows. Additions are denoted by underlined text and deletions are denoted by ~~struck-through text~~.

G. Requirements for Small Wireless Facility Permits. This subsection governs applications for small wireless facilities permits.

1. Purpose. Subsection (G) is intended to comply with the City's obligations under 47 C.F.R. section 1.6001 et seq., which implements 47 U.S.C. sections 332(c)(7) and 1455. This subsection creates a process for the city to review an application for a small wireless facility permit submitted by an applicant who asserts that a proposed collocation of a small wireless facility using an existing structure or the deployment of a small wireless facility using a new structure, and the modifications of such small wireless facilities, is covered by federal law and to determine whether the city must approve the proposed collocation or deployment.

2. Applicability. An applicant seeking approval of a collocation to an existing structure or a deployment to a new structure which the applicant contends is within the protection of Title 47, United States Code, section 1455 shall apply for the following at the same time: (i) a small wireless facility permit, (ii) an encroachment permit from the public works department (if required by applicable provisions of this Code), and (iii) any other permit required by applicable provisions of this Code including a building permit, an electrical permit, or an oak tree permit.

3. Application Content: All applications for a small wireless facility permit must include the following items:
 - a. Application Forms. The city's standard application form, available on the city's website or from the community development department, as may be amended by the Community Development Director.
 - b. Application Fee. An application fee as established by the council by resolution under the authority of Section 17.60.040.
 - c. Independent Consultant Deposit. An independent consultant fee deposit, if required by the council by resolution under the authority of Section 17.60.040, to reimburse the city for its costs to retain an independent consultant to review the technical aspects of the application.
 - d. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.
 - i. A site plan and elevation drawings for the facility as existing and as proposed with all height, depth, and width measurements explicitly stated.
 - ii. A depiction, with height, depth, and width measurements explicitly stated, of all existing and proposed transmission equipment.
 - iii. A depiction of all existing and proposed utility runs and points of contact.
 - iv. A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.
 - v. All four (4) elevations that depict the physical dimensions of the wireless tower or support structure and all transmission equipment, antennas and attachments.
 - vi. A demolition plan.
 - e. Visual Simulations. A visual analysis that includes (1) scaled visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four

- (4) angles, together with a map that shows the location of each view angle; (2) a color and finished material palate for proposed screening materials; and (3) a photograph of a completed facility of the same design and in roughly the same setting as the proposed wireless communication facility.
- f. Statement Asserting that 47 C.F.R. section 1.6001 et seq. Applies. A written statement asserting that the proposed collocation or deployment qualifies as a "small wireless facility" as defined by the FCC in 47 C.F.R. section 1.6002.
 - g. Prior Permits. True and correct copies of all previously issued permits, including all required conditions of approval and a certification by the applicant that the proposal will not violate any previous permit or conditions of approval or why any violated permit or conditions does not prevent approval under Title 47, United States Code, section 1455 and the Federal Communications Commission's regulation implementing this federal law.
 - h. Affirmation of Radio Frequency Standards Compliance. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, because it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."
 - i. Structural Analysis. A structural analysis, prepared, signed, and sealed by a California-licensed engineer that assesses whether the proposed small wireless facility complies with all applicable building codes.
 - j. Noise Study. A noise study or written statement, prepared by a qualified engineer, for the proposed personal wireless telecommunication facility including, but not limited to, equipment, such as air conditioning units and back-up generators. The noise study shall assess compliance with Section 17.12.050(C)(4)(e).

- k. Site Survey. For any small wireless facility proposed to be located within the public right-of-way, the applicant shall submit a survey prepared, signed and stamped by a California licensed or registered engineer or surveyor. The survey shall identify and depict all existing boundaries, encroachments and other structures with 250 feet from the proposed project site, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks, and other street furniture; and (viii) existing trees, oak trees, planters and other landscaping features.
 - l. Other Permits. An application for a small wireless facility permit shall include all permit applications with all required application materials for each and every separate permit required by the city for the proposed collocation or deployment, including a building permit, an encroachment permit (if applicable) and an electrical permit (if applicable).
4. Application Review. Each application for a new or modified small wireless facility permit shall be reviewed by the director. The city must approve or deny an application for a small wireless facility permit, together with any other city permits required for a proposed small wireless facility, within sixty (60) days after the applicant submits an application to collocate a small wireless facility using an existing structure, and within ninety (90) days after the applicant submits an application to deploy a small wireless facility using a new structure. At the time and application is deemed complete, the director shall provide written notice to all property owners within 300 feet of the site of a proposed small wireless facility upon approval of an application for a small wireless facility permit.

Applicants may submit up to five individual applications for a small wireless facility permit in a batch; provided, however, that small wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a batch must meet all the requirements for a complete application, which includes without limitation the application fee for each application in the batch. If any application in a batch is incomplete, the entire batch shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from

a batch, the entire batch shall be deemed withdrawn. If any application in a batch fails to meet the required findings for approval, the entire batch shall be denied.

5. Tolling Period. Unless a written agreement between the applicant and the city provides otherwise, the application is tolled when the city notifies the applicant within ten (10) days of the applicant's submission of the application that the application is materially incomplete and identifies the missing documents or information. The shot clock may again be tolled if the city provides notice within ten (10) days of the application's resubmittal that it is materially incomplete and identifies the missing documents or information. For an application to deploy small wireless facilities, if the city notifies the applicant on or before the tenth (10th) day after submission that the application is materially incomplete, and identifies the missing documents or information and the rule or regulation creating the obligation to submit such documents or information, the shot clock date calculation will restart at zero on the date the applicant submits a completed application.

6. Standards Governing Approval by Director
 - a. The director shall approve or deny an application to collocate a small wireless facility using an existing structure by evaluating the following standards:
 - i. The existing structure was constructed and maintained with all necessary permits in good standing.
 - ii. The existing structure is fifty (50) feet or less in height, including any antennas, or the existing structure is no more than ten (10) percent taller than other adjacent structures.
 - iii. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume.
 - iv. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment serving the facility, is no more than 28 cubic feet in volume.
 - v. The small wireless facilities do not extend the existing structure on which they are located to a height of more than fifty (50) feet or by more than ten (10) percent, whichever is greater.
 - vi. The small wireless facility does not require an antenna structure registration under part 47 C.F.R. section 17.1 et seq.
 - vii. The small wireless facility is not located on Tribal lands, as defined under 36 C.F.R. section 800.16(x).

- viii. The proposed collocation is consistent with the wireless facility permit preferred zones and locations requirement of section 17.12.050(C)(3).
- ix. The proposed collocation is consistent with the design and development standards of sub-section 17.12.050(C)(4), except that sub-sections 17.12.050(C)(4)(a) & (f) do not apply.
- x. The proposed collocation is consistent with the independent expert review provisions of sub-section 17.12.050(C)(5).
- xi. The proposed collocation is consistent with the conditions of approval provisions of sub-section 17.12.050(C)(6).
- xii. For collocations not located within the public right-of-way, the proposed collocation shall be consistent with the standards of sub-section 17.12.050(D).
- xiii. For collocation located within the public right-of-way, the proposed collocation shall be consistent with subsection 17.12.050(E), except that sub-sections 17.12.050(E)(3)(e)(i.) (c) and 17.12.050(E)(3)(g) do not apply.
- xiv. The proposed collocation would be in the most preferred location and configuration within 250 feet from the proposed site in any direction or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred location or configuration within 250 feet would be technically infeasible, applying the preference standards of this section.
- xv. The proposed collocation is designed as a stealth facility, to the maximum feasible extent.
- b. The director may approve an application for a small wireless facility permit only if each of the following findings can be made:
 - i. The proposed project meets the definition for a “small wireless facility” as defined by the FCC;
 - ii. The proposed project would be in the most preferred location as identified in Section 17.12.050(C)(3), within 250 feet from the proposed site in any direction, or the applicant has demonstrated with clear and convincing evidence that any more preferred location(s) within 250 feet would be technically infeasible;
 - iii. The proposed project complies with the standards for a small wireless facility as specified in Section 17.12.050(G)(6)

- iv. For proposed project not located within the public right-of-way, the proposed project complies with sub-section 17.12.050(D)
 - v. For proposed projects located within the public right-of-way, the proposed project complies with subsection 17.12.050(E), except that sub-sections 17.12.050(E)(3)(e)(i.)(c) and 17.12.050(E)(3)(g), do not apply.
 - vi. The proposed collocation is designed as a stealth facility, to the maximum feasible extent.
7. Conditions of Approval for Small Wireless Facility Permits. In addition to any other conditions of approval permitted under federal and state law and this Code that the director deems appropriate or required under this Code, all small wireless facility permits under this subsection shall include the following conditions of approval:
- a. No Automatic Renewal. The grant or approval of a small wireless facility permit shall not renew or extend the underlying permit term.
 - b. Compliance with Previous Approvals. The grant or approval of a small wireless facility permit shall be subject to the conditions of approval of the underlying permit.
 - c. As-Built Plans. The applicant shall submit to the director an as-built set of plans and photographs depicting the entire small wireless facility as modified, including all transmission equipment and all utilities, within ninety (90) days after the completion of construction.
 - d. Indemnification. To the fullest extent permitted by law, the applicant and any successors and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to the small wireless facility permit and the issuance of any permit or entitlement in connection therewith. The applicant shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect

the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

- e. Compliance with applicable laws. The applicant shall comply with all applicable provisions of this Code, any permit issued under this Code, and all other applicable federal, state, and local laws. Any failure by the City to enforce compliance with any applicable laws shall not relieve any applicant of its obligations under this code, any permit issued under this code, or all other applicable laws and regulations.
- f. Compliance with approved plans. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
- g. Violations. The small wireless facility shall be developed, maintained, and operated in full compliance with the conditions of the small wireless facility permit, any other applicable permit, and any law, statute, ordinance or other regulation applicable to any development or activity on the site. Failure of the applicant to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of this Code, the conditions of approval for the small wireless facility permit, or any other law, statute, ordinance or other regulation applicable to any development or activity on the site may result in the revocation of this permit. The remedies specified in this section shall be cumulative and the city may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.
- h. In the event that a court of competent jurisdiction invalidates or limits, in part or in whole, Title 47, United States Code, section 1455, such that such statute would not mandate approval for the collocation or deployment granted or deemed granted under a small wireless facility permit, such permit shall automatically expire twelve (12) months from the date of that opinion.
- i. The grant, deemed-grant or acceptance of a small wireless facility permit shall not waive and shall not be construed or deemed to waive the City's standing in a court of competent jurisdiction to challenge Title 47, United States Code, section 1455 or any small wireless facility permit issued pursuant to Title 47, United States Code, section 1455 or this code.

8. Small Wireless Facility Permit Denial Without Prejudice

- a. Grounds for denial without prejudice. The Director may deny without prejudice an application for a small wireless facility permit in any of the following circumstances:

- i. The Director cannot make all findings required for approval of a small wireless facility permit;
 - ii. The proposed collocation or deployment would cause the violation of an objective, generally applicable law protecting public health or safety;
 - iii. the proposed collocation or deployment involves the removal and replacement of an existing facility's entire supporting structure; or
 - iv. the proposed collocation or deployment does not qualify for mandatory approval under Title 47, United States Code, section 1455, as may be amended or superseded, and as may be interpreted by any order of the Federal Communications Commission or any court of competent jurisdiction.
- b. Procedures for denial without prejudice. All small wireless facility permit application denials shall be in writing and shall include (i) the decision date; (ii) a statement that the City denies the permit without prejudice; (iii) a short and plain statement of the basis for the denial; and (iv) that the applicant may submit the same or substantially the same permit application in the future.
- c. Submittal after denial without prejudice. After the director denies a small wireless facility permit application, and subject to the generally applicable permit application submittal provisions in this chapter, an applicant shall be allowed to:
- i. submit a new small wireless facility permit application for the same or substantially the same proposed collocation or deployment;
 - ii. submit a new small wireless facility permit application for the same or substantially the same proposed collocation or deployment; or
 - iii. submit an appeal of the Director's decision.
- d. Costs to review a denied permit. The City shall be entitled to recover the reasonable costs for its review of any small wireless facility permit application. In the event that the director denies a small wireless facility permit application, the City shall return any unused deposit fees within sixty (60) days after a written request from the applicant. An applicant shall not be allowed to submit a small wireless facility permit application for the same or substantially the same proposed modification unless all costs for the previously denied permit application are paid in full.

SECTION 7. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (G) is hereby renumbered to be Section 17.12.050, subsection (H).

SECTION 8. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (H) is hereby renumbered to be Section 17.12.050, subsection (I).

SECTION 9. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (I) is hereby renumbered to be Section 17.12.050, subsection (J).

SECTION 10. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (J) is hereby renumbered to be Section 17.12.050, subsection (K).

SECTION 11. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (K) is hereby renumbered to be Section 17.12.050, subsection (L).

SECTION 12. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (L) is hereby renumbered to be Section 17.12.050, subsection (M).

SECTION 13. Code Amendment. The existing Calabasas Municipal Code Section 17.12.050, subsection (M) is hereby renumbered to be Section 17.12.050, subsection (N) and is hereby amended to read as follows:

N. Definitions. In addition to the definitions provided in Chapter 17.90 of this title and in Chapter 1.08 of Title 1 of this Code, this Section 17.12.050 shall be construed in light of the following definitions:

"Accessory equipment" means any equipment installed, mounted, operated or maintained in close proximity to a personal wireless telecommunication facility to provide power to the personal wireless telecommunication facility or to receive, transmit or store signals or information received by or sent from a personal wireless telecommunication facility.

"Antenna structure" means any antenna, any structure designed specifically to support an antenna and/or any appurtenances mounted on such a structure or antenna.

"Applicable law" means all applicable federal, state and local law, ordinances, codes, rules, regulations and orders, as the same may be amended from time to time.

"Applicant" includes any person or entity submitting an application to install a personal wireless telecommunication facility under this section and the persons

within the scope of the term "applicant" as defined by Section 17.90.020 of this code.

"Base station" means the equipment and non-tower supporting structure at a fixed location that enables Federal Communications Commission licensed or authorized wireless telecommunications between user equipment and a communications network.

"City" means the City of Calabasas and is further defined in Section 1.08.020 of this code.

"Collocation" means the mounting or installation of additional wireless transmission equipment at an existing wireless facility.

"Commission" has the meaning set forth in paragraph (I) of this section.

"dBA" is defined in Chapter 17.90 of this title.

"Director" means the City of Calabasas Community Development Director or his or her designee.

"FCC" means the Federal Communications Commission or any successor to that agency.

"In-kind call testing" means testing designed to measure the gap in coverage asserted by an applicant. If a claimed gap is for in-building coverage, then in-building call testing must be performed to establish the existence or absence of such a gap unless the applicant provides a sworn affidavit demonstrating good faith but unsuccessful attempts to secure access to buildings to conduct such testing and the circumstances that prevented the applicant from conducting such testing. Claimed gaps in service for "in-vehicle" or "open-air" service may be demonstrated by call testing performed in vehicles or in the open.

"Least intrusive means" means that the location or design of a personal wireless telecommunication facility addresses a significant gap in an applicant's personal communication service while doing the least disservice to the policy objectives of this chapter as stated in Section 17.12.050(A). Analysis of whether a proposal constitutes the least intrusive means shall include consideration of means to close an asserted significant gap by co-locating a new personal wireless telecommunication facility on the site, pole, tower, or other structure of an existing personal wireless telecommunication facility.

"Monopole" means a structure composed of a single spire, pole, or tower used to support antennas or related equipment. A monopole also includes a monopine,

monopole, and similar monopoles camouflaged to resemble faux objects attached on a monopole.

"MPE" means maximum permissible exposure.

"Non-tower supporting structure" means any structure, whether built for wireless communications purposes or not, that supports wireless transmission equipment under a valid permit at the time an applicant submits an application for a permit under this Code and which is not a wireless tower.

"OET" or "FCC OET" means the Office of Engineering & Technology of the Federal Communications Commission.

"Open space" includes (1) land which is zoned OS, OS-DR, or REC, (2) land in residential zones upon which structures may not be developed by virtue of a restriction on title, (3) all common areas, private parks, slope easements, and (4) any other area owned by a homeowners association or similar entity.

"Park" and "playground" shall have their ordinary, dictionary meanings.

"Personal communication service" means commercial mobile services provided under a license issued by the FCC.

"Personal wireless telecommunication facility," "wireless telecommunication facility," or "wireless facility" means a structure, antenna, pole, tower, equipment, accessory equipment and related improvements used, or designed to be used, to provide wireless transmission of voice, data, images or other information, including but not limited to cellular phone service, personal communication service and paging service.

"Private enforcer" has the meaning provided in subsection (K)(2) of this Section 17.12.050.

"Residential zone" means a zone created by Chapter 17.13 of this title.

"RF" means radio frequency.

"Significant gap" as applied to an applicant's personal communication service or the coverage of its personal wireless telecommunication facilities is intended to be defined in this chapter consistently with the use of that term in the Telecommunications Act of 1996 and case law construing that statute. Provided that neither the Act nor case law construing it requires otherwise, the following guidelines shall be used to identify such a significant gap:

1. A significant gap may be demonstrated by in-kind call testing.

2. The commission shall accept evidence of call testing by the applicant and any other interested person and shall not give greater weight to such evidence based on the identity of the person who provides it but shall consider (i) the number of calls conducted in the call test, (ii) whether the calls were taken on multiple days, at various times, and under differing weather and vehicular traffic conditions, and (iii) whether calls could be successfully initiated, received and maintained in the area within which a significant gap is claimed.
3. A significant gap may be measured by:
 - a. The number of people affected by the asserted gap in service;
 - b. Whether a wireless communication facility is needed to merely improve weak signals or to fill a complete void in coverage;
 - c. Whether the asserted gap affects Highway 101, a state highway, or an arterial street which carries significant amounts of traffic.

"Small wireless facility" means a personal wireless telecommunication facility that also meets the definition of a small wireless facility by the FCC in 47 C.F.R. Section 1.6002, as may be amended or superseded.

"Stealth facility" means any personal wireless telecommunication facility which is designed to substantially blend into the surrounding environment by, among other things, architecturally integrating into a structure or otherwise using design elements to conceal antennas, antenna supports, poles, equipment, cabinets, equipment housing and enclosure; and related above-ground accessory equipment.

"Transmission equipment" or "wireless transmission equipment" means any equipment that facilitates transmission for any Federal Communications Commission licensed or authorized wireless communication service, including but not limited to, radio transceivers, antennas and other equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supplies.

"Wireless" means any Federal Communications Commission licensed or authorized wireless telecommunications service.

"Wireless facility minor modification permit" means a permit issued under this chapter authorizing the modification of an existing personal wireless telecommunications facility. The procedures for the application for, approval of, and revocation of such a permit shall be those required by this title, including but not limited to Section 17.12.050(F).

"Wireless facility permit" means a permit issued under this chapter authorizing the installation, operation and maintenance of a personal wireless telecommunications facility. Except as otherwise provided by this chapter, the

procedures for the application for, approval of, and revocation of such a permit shall be those required by this title (including, but not limited to, those of Section 17.62.060) for a conditional use permit.

“Wireless tower” or “Telecommunications tower” mean any structure, including a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure, designed and constructed for the primary purpose of supporting any Federal Communications Commission licensed or authorized wireless telecommunications facility antennas and their associated facilities.

SECTION 14. 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 15. Effective Date:

This Ordinance shall take effect thirty days from passage and adoption under California Government Code Section 36937.

SECTION 16. 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 13th day of March 2019.


David Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

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




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2019-1616 APPROVING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CALABASAS IS ELIGIBLE

MEETING DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2019-1616 approving submittal of applications for all CalRecycle grants for which the City is eligible.

BACKGROUND AND DISCUSSION:

The California Department of Resources Recycling and Recovery (CalRecycle) offers funding opportunities authorized by legislation to assist public and private entities in the safe and effective management of the waste stream. City of Calabasas has taken advantage of past grant opportunities and applied for Beverage Container Recycling Grant and received \$19,500 in grant funding to purchase and install recycling containers at designated transit stops throughout the city. No local match was required for this grant and it was fully funded by the CalRecycle.

Another round of grant opportunity has become available and city staff would like to purchase more recycling container to install at public schools, gas stations and transit stops. CalRecycle has recently required applicants to have the attached

resolution adopted by their governing body before applying for any CalRecycle grant.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with the adoption of this resolution. The Beverage Container Recycling Grant does not require any local match. City's recycling account also known as AB939 shall be utilized if local match is required for any future grant funding.

REQUESTED ACTION:

That the City Council adopt Resolution No. 2019-1616 approving submittal of applications for all CalRecycle grants for which the City is eligible.

ATTACHMENT:

Resolution No. 2019-1616

**ITEM 5 ATTACHMENT
RESOLUTION NO. 2019-1616**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING SUBMITTAL OF
APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR
WHICH THE CITY OF CALABASAS IS ELIGIBLE.**

WHEREAS, Public Resource Code Sections 40000 et seq. authorize the Department of Resource Recycling and Recovery (CalRecycle) to administer various Grant Programs (grants) in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of the grants; and

WHEREAS, Cal Recycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

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

1. Authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Calabasas is eligible.
2. The Public Works Director or his/her designee is authorized and empowered to execute in the name of the City of Calabasas all grant documents, including but not limited to applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant projects; and
3. The authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 13th day of March 2019.


David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

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



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 28, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2019-1617 TO INCLUDE A LIST OF PROJECTS FUNDED BY SENATE BILL 1 (THE ROAD REPAIR AND ACCOUNTABILITY ACT) TO THE FISCAL YEAR 2019-20 BUDGET FOR THE CAPITAL IMPROVEMENT PROGRAM.

MEETING

DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2019-1617 (Attachment A) to include a list of projects to be funded under Senate Bill 1 (the Road Repair and Accountability Act (RMRA)) to the Fiscal Year 2019-20 Budget for the Capital Improvement Program. This item was presented to the Traffic and Transportation Commission at the February 26, 2019 meeting and they recommend adoption of Resolution No. 2019-1617 by the City Council.

BACKGROUND/ DISCUSSION:

On January 10, 2018, the City Council adopted Resolution No. 2018-1575 to incorporate a list of projects with the new RMRA funding source. The City has received funding from the State Controller since FY 2017-18 of SB 1 Funds. In order to be eligible for SB 1 funding for the upcoming fiscal year, the City must adopt a new resolution and a project list. This process will have to be repeated on a yearly basis. It is estimated the City will receive approximately \$402,139 of RMRA funding for the 2019-20 Fiscal Year.

Each project utilizing RMRA funds is required to include the following information: project description, specific location, proposed schedule for its completion, and the estimated useful life. Proposed project lists must be included in the city's adopted resolution (public record of the action taken). The proposed and previously adopted projects are listed in Attachment B.

Consequently, staff submitted a list of projects to the CTC (California Transportation Commission) staff for review and consideration.

FISCAL IMPACT/SOURCE OF FUNDING:

Pursuant to the CTC's August 2017 Final Annual Reporting Guidelines for 2017 Local Streets and Roads Funding, the proposed projects from the list will be funded through the Road Maintenance and Rehabilitation Account (RMRA) revenues under the Senate Bill 1. The budget should be adjusted accordingly to comply with the CTC's funding requirements.

REQUESTED ACTION:

Staff recommends that the City Council adopt Resolution No. 2019-1617 (Attachment A) to include a list of projects to be funded under Senate Bill 1 (the Road Repair and Accountability Act (RMRA)) to the Fiscal Year 2019-20 Budget for the Capital Improvement Program. This item was presented to the Traffic and Transportation Commission at the February 26, 2019 meeting and they recommend adoption of Resolution No. 2019-1617 by the City Council.

ATTACHMENTS:

Attachment A: Resolution No. 2019-1617
Attachment B: List of SB 1 Projects.

ITEM 6 ATTACHMENT A

RESOLUTION NO. 2019-1617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADOPTING THE FISCAL YEAR 2019-20 LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

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

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

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

WHEREAS, the City/County, will receive an estimated \$402,139 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City/County is receiving SB 1 funding and will enable the City/County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 60 miles of streets/roads, add active transportation infrastructure and other projects throughout the City into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an good condition and this revenue will help us maintain the overall quality of our road system; and

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

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

1. Approve the attached FY 2019/20 SB 1 Project List which will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues.
2. Include in the Calabasas Capital Improvement Program budget for FY 2019/20 the list of projects to be funded with Road Maintenance and Rehabilitation Account revenues.
3. Include previously adopted project which may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

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

PASSED, APPROVED AND ADOPTED this 13th day of March 2019.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

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

**INCLUDED AS PART OF THE
RESOLUTION
FY 2019-20 PROJECT LIST**

Project Title	Project Description	Est. Useful Life	Tentative Start & End Date	Project Location
Annual Street Resurfacing Program	The program is to overlay the street pavement based on the Pavement Management Index ratings.	15 yrs	May-Aug 2020	Mulholland Hwy and various other city streets
Traffic Control Devices - Battery Back-Up System at traffic signalized intersection	With increasing work done by the power utility company to upgrade their infrastructure and temporary shutdown of power due to high wind, there are more incidents where city's traffic signals go dark for an extended period of time. Installation of battery back-up sytem is to allow traffic lights to function during planned or unanticipated power failure.	15 yrs	Jan-April 2020	Nine battery back-up system with enclosures.
Mulholland Hwy Gap Closure (Previously Adopted Project)	The improvements on Mulholland Hwy adjacent to the Calabasas High School and Old Topanga Cyn Rd. They include sidewalk connecting between the eastern high school driveway on Mulholland Highway and an access road to the high school on Old Topanga Canyon Road. It will also include extending the existing Class II bike facility to both Old Topanga Canyon Road and Mulholland Hwy	15 yrs	May- Dec 2020	Mulholland Hwy between Old Topanga Cyn Rd and 770 feet east of Old Topanga Cyn Rd and Old Topanga Cyn Rd between Mulholland Hwy and 810 feet north of Mulholland Hwy

**PROJECT LIST - FY 2019-20
ITEM 6 ATTACHMENT B**

Project Title	Project Description	Est. Useful Life	Tentative Start & End Date	Project Location
Annual Street Resurfacing Program	The program is to overlay the street pavement based on the Pavement Management Index ratings.	15 yrs	May-Aug 2020	Mulholland Hwy and various other city streets
Traffic Control Devices - Battery Back-Up System at traffic signalized intersection	With increasing work done by the power utility company to upgrade their infrastructure and temporary shutdown of power due to high wind, there are more incidents where city's traffic signals go dark for an extended period of time. Installation of battery back-up system is to allow traffic lights to function during planned or unanticipated power failure.	15 yrs	Jan-Apr 2020	Up to nine battery back-up system with enclosures.
Mulholland Hwy Gap Closure (Previously Adopted Project)	The improvements on Mulholland Hwy adjacent to the Calabasas High School and Old Topanga Cyn Rd. They include sidewalk connecting between the eastern high school driveway on Mulholland Highway and an access road to the high school on Old Topanga Canyon Road. It will also include extending the existing Class II bike facility to both Old Topanga Canyon Road and Mulholland Hwy	15 yrs	May-Dec 2020	Mulholland Hwy between Old Topanga Cyn Rd and 770 feet east of Old Topanga Cyn Rd and Old Topanga Cyn Rd between Mulholland Hwy and 810 feet north of Mulholland Hwy



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P. E., T. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
HALI AZIZ GOKTAPEH, ASSISTANT TRANSPORTATION PLANNER**

SUBJECT: RECOMMENDATION TO APPROVE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED \$200,000 FOR YEARS 2019 THROUGH 2021 WITH APRO, LLC DBA UNITED PACIFIC (NEW OWNERS OF MALIBU CANYON SHELL) FOR THE FUELING OF TRANSIT VEHICLES.

MEETING

DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

Staff recommends the City Council approve a Purchase Order for an amount not to exceed \$200,000 for years 2019 through 2021 with Apro, LLC. DBA United Pacific (New Owners of Malibu Canyon Shell) for the fueling of the City's transit vehicles.

BACKGROUND:

In 2016, the City Council approved a purchase order for an amount not to exceed \$200,000 for 2016-2018 with Malibu Canyon Shell for the fueling of transit vehicles. The purchase order expired at the end of year 2018 and the gas station has changed ownership. This particular gas station was chosen due to the diesel fuel capabilities and the close proximity to the City's transit fleet yard. Similar to the previous owners, the new management has agreed to dedicate administrative time to collect data and to keep a record of the City's transit vehicles mileage and fuel purchases.

DISCUSSION/ANALYSIS:

The previous fueling Purchase Order with Malibu Canyon Shell resulted in a significant reduction in administrative time required for reviewing and approving fueling invoices. Furthermore, the invoices and documentation received achieved the requirement and goals of the City Auditors in providing transparency of City funds and expenses. Another benefit of the Purchase Order stemmed from the ease of reporting the information for the drivers and limiting the “down-time” of drivers while re-fueling. The Purchase Order ensures that the majority of fuel purchases for the City’s transit vehicles is within the City of Calabasas, and provides a simple and easy process for transit drivers who are need to re-fuel the transit vehicles.

Given the benefits of establishing a Purchase Order with the gas station management, staff is requesting that the City Council approve a purchase for the duration of two years to continue business per usual.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with this decision. The fueling cost is covered by Proposition A, Proposition C and Measure R Local Return funds.

REQUESTED ACTION:

Staff recommends the City Council approve a Purchase Order for an amount not to exceed \$200,000 for years 2019 through 2021 with Apro, LLC. DBA United Pacific (New Owners of Malibu Canyon Shell) for the fueling of the City’s transit vehicles.

ATTACHMENTS:

Attachment A: Purchase Order No. 4740

Attachment B: Sample Statement



CITY of CALABASAS

100 Civic Center Way / Calabasas, CA 91302-4112
Phone: (818) 224-1600 / Fax: (818) 225-7324

ITEM ATTACHMENT A

PURCHASE ORDER

For supplies, materials, and equipment only

DATE	DATE REQ'D	P.O. NUMBER	PAGE
03/04/19		4740	

VENDOR

Apro, LLC dba United Pacific
4831 Las Virgenes Rd.
Calabasas, CA 91302

SHIP TO

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

ACCOUNT NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	TOTAL PRICE
29-333-5252-29	1	1		\$200,000.00	\$200,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

REMARKS

SUBTOTAL	\$200,000.00
SALES TAX	
SHIPPING & HANDLING	
OTHER	
TOTAL	\$200,000.00

APPROVALS:

Requestor _____ Date _____

City Manager (\$25-60K) _____ Date _____

Department Head – required for all purchases _____ Date _____

City Council (over \$60K) _____ Date _____

Purchasing Officer (\$10-25K) _____ Date _____



United Pacific
 4130 Cover St.
 Long Beach, CA 90808

ITEM 7 ATTACHMENT B

Invoice No: 020119-020819
Invoice Date: Fri 02/08/2019

Account ID: 235-H

Original

Bill To: City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302


Description	Quantity	Total
Fuel Purchases 2/1 - 2/8	1.00	1,238.71
Total		1,238.71

Invoice Total **1,238.71**

****** Payment Terms Summary ******
 Due By Fri 2/15/2019 (Net 07) 1,238.71

City of Calabasas Malibu - February 17, 2019 to February 24, 2019

Date	Pump #	Product	Vehicle #	Odormeter Reading	Driver's Name	Gal Price	Gallons	Amount
2/19/2019	1	REG	4	312482	Linda	\$ 3.67	\$ 32.89	\$ 121.00
2/19/2019	3	DSL	8	193504	Tynia Lucas	\$ 3.89	\$ 30.65	\$ 119.48
2/19/2019	7	DSL	7	235307	Edgardo Rodriguez	\$ 3.89	\$ 32.44	\$ 126.48
2/19/2019	3	REG	11	167346	Jim Casey	\$ 3.68	\$ 30.96	\$ 113.91
Summary for 2/19/2019: 4 Transactions				Total for 2/19/2019				\$ 480.87
2/20/2019	3	REG	5	276824	Doriam Brookhart	\$ 3.68	\$ 34.72	\$ 127.75
2/20/2019	1	REG	4	312651	Linda	\$ 3.68	\$ 27.65	\$ 101.00
Summary for 2/20/2019: 2 Transactions				Total for 2/20/2019				\$ 228.75
Total For the Week of 2/17/2019 to 2/24/2019								\$ 709.62




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2019

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF PSA WITH GMZ ENGINEERING, INC. IN THE AMOUNT OF \$122,124 FOR SLOPE REPAIR AND \$48,000 FOR FENCING OBLIGATION FOR LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II

MEETING DATE: MARCH 13, 2019

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with GMZ Engineering in the amount of \$122,124 for slope repair and \$48,000 for fencing obligation for Las Virgenes Creek Restoration Project – Phase II

BACKGROUND AND DISCUSSION:

On February 14, 2018, the City Council approved a professional services agreement with GMZ Engineering for construction of Las Virgenes Creek Restoration Project – Phase II. The work to be performed under this contract included, but is not limited to, clearing, brushing and tree removal, demolition of concrete structures and rubble, water control and grading for fish passage, grading for trail improvement structures, retaining walls, trail railings, stormwater management and erosion control, installation of rock rip rap, live willow staking, trail paving, and the construction of concrete pads, ramps and railings for outdoor environmental education areas, including gazebo and shade structure.

The construction work was 95% completed by November 2019 when the Woolsey fire broke out and burnt several acres of the creek bank and new improvements. Over 280 mature trees and nearly 70 newly planted oak trees were burnt or damaged. The heavy storms following the fire damaged several slopes holding the newly constructed trail. After several rounds of heavy storm, the damages to the trail bank are becoming a public safety concern. The slope repair is crucial in protecting the over \$3,500,000 investment that went into the design and construction of the Las Virgenes Creek Restoration Project and the multi-purpose trail along the creek.

On September 26, 2018, City Council approved a PSA with FenceCorp Inc. for fabrication and installation of wrought iron fence, handrails, gates and pre-cast concrete railing for public safety along Las Virgenes Creek. The work is completed but the final payment is pending.

FISCAL IMPACT/SOURCE OF FUNDING:

The main source of funding for this project was provided from four different state agencies in the amount of \$2,797,435. Additionally, Viewpoint School contributed \$185,000 as part of their campus expansion for planting oak trees along Las Virgenes Creek.

After the Woolsey fire, City staff communicated with various state agencies to secure additional funding for fire damaged repairs. No additional funding was provided. City staff is in communication with FEMA to recover some of the cost of fire damaged areas but it will take sometimes for FEMA to approve and release funds. Staff will also contact the California Joint Power Authority (JPIA) for possible reimbursement. At this time, the cost of the emergency repairs and remaining obligation for the fence company shall be secured from City's General Fund. Several state funding agencies required 25% local match. This funding shall be considered as city's match.

REQUESTED ACTION:

That the City Council approve a professional services agreement with GMZ Engineering in the amount of \$122,124 for slope repairs and \$48,000 for fencing obligation for Las Virgenes Creek Restoration Project – phase II.

ATTACHMENT:

PSA with GMZ Engineering, Inc.



**PROFESSIONAL SERVICES AGREEMENT
(Company or Individual)**

CONTRACT SUMMARY

Name of Contractor:	GMZ Engineering, Inc.
City Department in charge of Contract:	Alex
Contact Person for City Department:	PW
Period of Performance for Contract:	March 13, 2019 thru June 13, 2019
Not to Exceed Amount of Contract:	\$122,124.13
Scope of Work for Contract:	Slope Repair along Las Virgenes Creek

Insurance Requirements for Contract:

X yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

yes X no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

X yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

Other:

Proper documentation is required and must be attached.

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/GMZ Engineering, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and GMZ Engineering, Inc. a California corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a contractor: *Repair two slopes along Las Virgenes Creek located on Lost Hills Road and in the Tech Center per city plans.*
- 2.2 Contractor 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s December 21, 2018 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 Contractor’s December 21, 2018 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 13, 2019.
- 3.4 “Expiration Date”: July 12, 2019.

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.

Initials: (City) _____ (Contractor) _____

5. CONTRACTOR'S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of one hundred twenty two thousand one hundred twenty four Dollars (\$122,124.13) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ghazi Mubarak shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor'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 Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor 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 Contractor.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor 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 Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor 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 Contractor 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 Contractor 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 contractor, 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 Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Contractor 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. Contractor 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 Contractor.

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Contractor 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 Contractor 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 Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor'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 Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor 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, Contractor 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 Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Initials: (City) _____ (Contractor) _____

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

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 contractors, 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 Contractor 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 Contractor 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 Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Contractor 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify,

hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Contractor 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

Contractor 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: Alex Farassati
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Contractor:

GMZ Engineering
5655 Lindero Canyon Road, #430
Westlake Village, CA 91362
Attn: Ghazi Mubarak
Telephone: (818) 699-6440
Facsimile: (818) 699-6475

With courtesy copy to:

Initials: (City) _____ (Contractor) _____

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
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 Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor 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 Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Contractor 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 Contractor.
- 18.2 In the performance of this Agreement, Contractor 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 Contractor 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 Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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 Contractor 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 Contractor.

- 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 Contractor 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 Contractor 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 Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor 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 Contractor or by any subcontractor of Contractor 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 Contractor.

19.1.2 Contractor shall comply with the provisions of Labor Code Section

1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Contractor 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 Contractor 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 Contractor 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 Contractor'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. Contractor 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 Contractor or by any Subcontractor of Contractor, 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

“Contractor”
GMZ Engineering, Inc.

By: _____
David Shapiro, Mayor

By: _____
Ghazi Mubarak, President

Date: _____

Date: _____

By: _____
Dr. Gary Lysik, City Manager

By: _____
Trina Boychenko - Office Manager

Date: _____

Date: _____

By: _____
Robert Yalda, Public Works Director

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

EXHIBIT B APPROVED FEE SCHEDULE

City of Calabasas

CHANGE ORDER PROPOSAL (COP # 34R)

Site:	Las Virgenes Creek	Date:	December 21, 2018
DSA Number:	N/A	RFI No.:	Plans Attached
Project Name:	Las Virgenes Creek Restoration Ph. 2	Project Number:	LVCRP2
To (Program Manager):	City of Calabasas	COP NO.:	34R
From: (Contractor or Design):	GMZ Engineering Inc.	Contract Number:	17-18-02
Attention:	Alex Farassati - Project Manager		
Estimator			

The following is an itemized QUOTATION regarding proposed modifications to the contract documents

Description of Work:
Stabilizing Slopes by Tech Center and Lost Hills per Plans Provided by the City * attached* - 310 l.f on tech center and 220 l.f on Lost Hills.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 15%)		
	\$ -	
		Subtotal A: \$ -
B. Subcontractor's Cost (Includes Subcontractor Overhead & Profit 15%)		
	\$ -	
		Subtotal B: \$ -
C. General Contractor's Cost		
Material (See attached supporting documentation.)	\$ 116,450.00	
Taxes at 9.0% of Material	included above	
Labor (includes Fringe Benefits from Project Labor Agreement)	included above	
Payroll Taxes and Insurances at 9.0% of Labor	included above	
Construction Equipment (see attached supporting documentation)	\$ -	
		Subtotal C: \$ 116,450.00
D. General Contractor's Overhead and Profit		
Overhead & Profit 5% of Subtotal A	\$ -	
Overhead & Profit 5% of Subtotal B	\$ -	
Overhead & Profit 15% of Subtotal C		Subtotal D: \$ 11,645.00
E. Bond & Builders Risk Insurance at		
2 % of Subtotals (A+B+C+D)	\$ -	Subtotal E: \$ 2,561.90
		Total: \$ 130,657

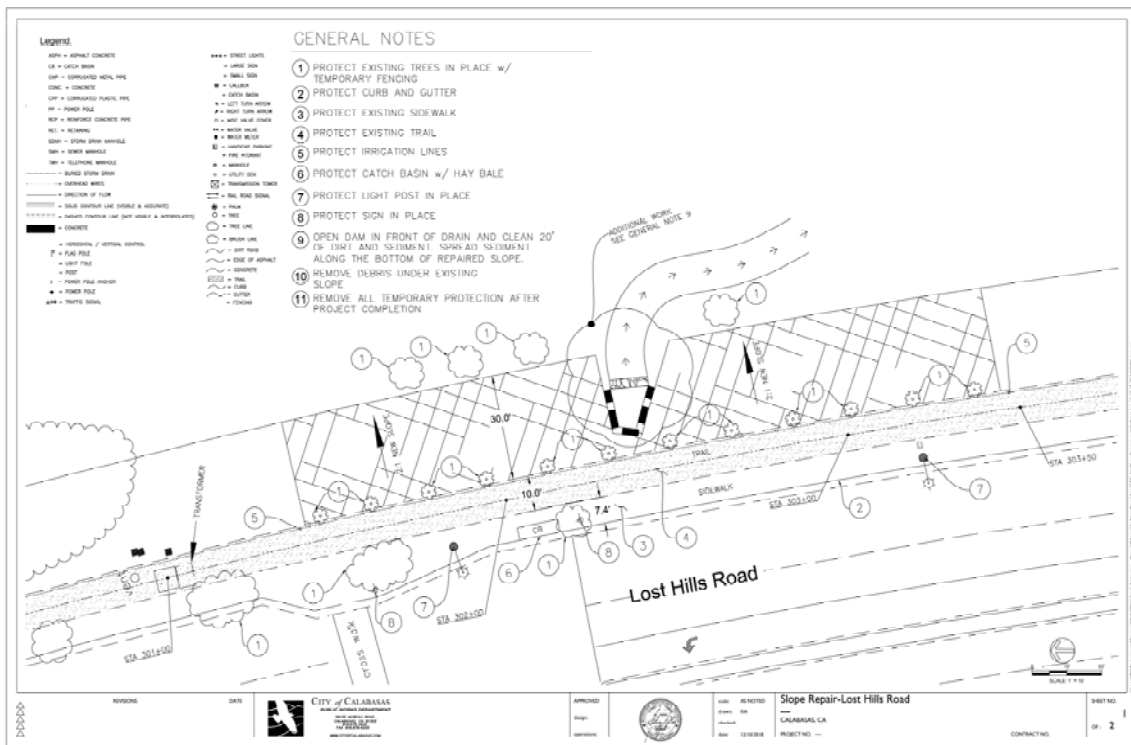
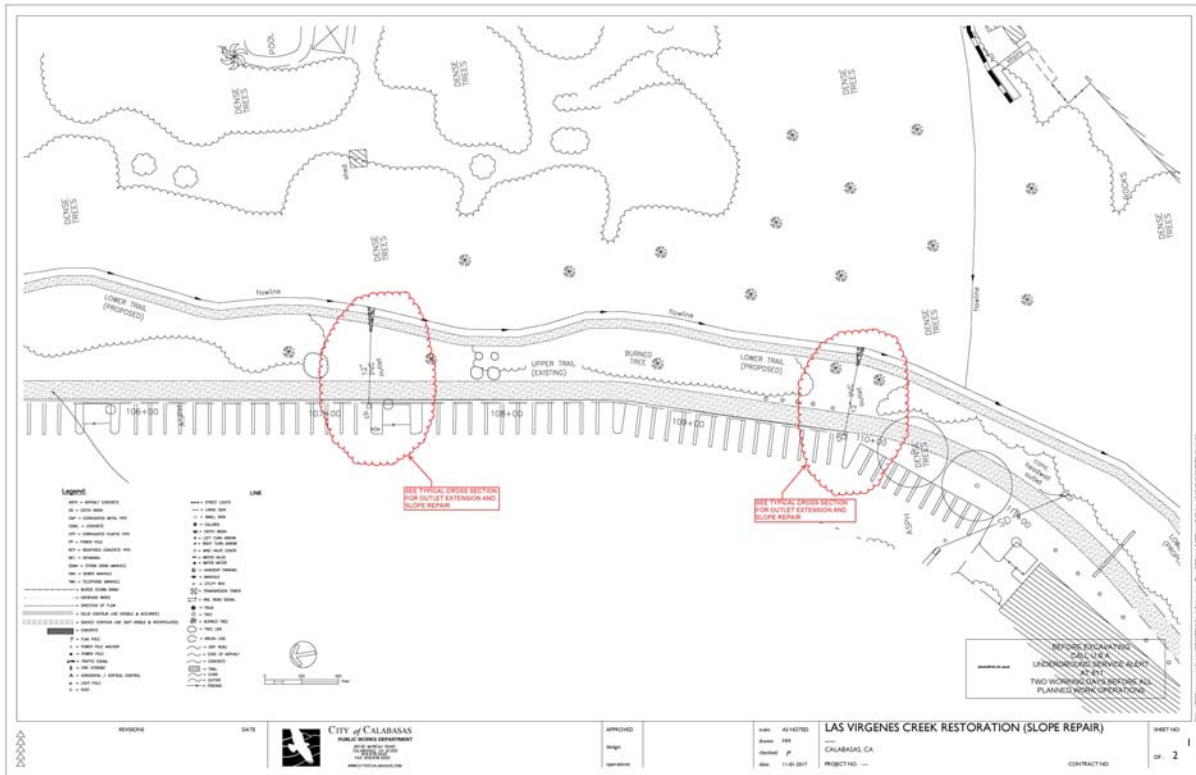
This proposal would affect the substantial completion date by TBD per CPM Update Schedule - Estimated Completion Date 01/21/2018

Contractor or Design Builder :

Ghazi Mubarak - Project Manager
Print Name & Title

Ghazi Mubarak
Signature

December 21, 2018
Date



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)



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<u>Administrative Services</u>					
104686	2/27/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	821.09	Administrative Services
104576	2/14/2019	US BANK	VISA- MARMALADE CAFE	92.53	Administrative Services
104576	2/14/2019	US BANK	VISA- USPS	13.65	Administrative Services
Total Amount for 3 Line Item(s) from Administrative Services				<u>\$927.27</u>	
<u>Boards and Commissions</u>					
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	25.80	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				<u>\$25.80</u>	
<u>City Attorney</u>					
104638	2/20/2019	THOMPSON COE	LEGAL SERVICES	1,273.15	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				<u>\$1,273.15</u>	
<u>City Clerk</u>					
104576	2/14/2019	US BANK	VISA- HISTORIC MISSION INN	209.41	City Clerk
104664	2/27/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	183.81	City Clerk
104576	2/14/2019	US BANK	VISA- CCAC	130.00	City Clerk
104620	2/20/2019	MUNICIPAL CODE CORPORATION	BINDERS	90.00	City Clerk
104683	2/27/2019	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
104576	2/14/2019	US BANK	VISA- ITUNES.COM	6.99	City Clerk
Total Amount for 6 Line Item(s) from City Clerk				<u>\$665.21</u>	
<u>City Council</u>					
104576	2/14/2019	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
104576	2/14/2019	US BANK	VISA- ROSTI TUSCAN KITCHEN	188.33	City Council
104576	2/14/2019	US BANK	VISA- CORNER BAKERY	171.00	City Council
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	170.72	City Council
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	83.18	City Council
104576	2/14/2019	US BANK	VISA- CALABASAS CHAMBER	25.00	City Council
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	23.96	City Council
104686	2/27/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	20.70	City Council



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104576	2/14/2019	US BANK	VISA- AUTO PARK	20.00	City Council
104686	2/27/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	17.50	City Council
104686	2/27/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	8.75	City Council
Total Amount for 11 Line Item(s) from City Council				\$928.14	

City Management

104576	2/14/2019	US BANK	VISA- WALL STREET JOURNAL	922.19	City Management
104576	2/14/2019	US BANK	VISA- AMAZON.COM	396.38	City Management
104576	2/14/2019	US BANK	VISA- PICK-UP STIX	157.68	City Management
104576	2/14/2019	US BANK	VISA- CORNER BAKERY	58.10	City Management
104576	2/14/2019	US BANK	VISA- STARBUCKS	24.60	City Management
104576	2/14/2019	US BANK	VISA- AUTO PARK	20.00	City Management
Total Amount for 6 Line Item(s) from City Management				\$1,578.95	

Civic Center O&M

104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,898.80	Civic Center O&M
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,152.21	Civic Center O&M
104647	2/27/2019	ALLEGIANFIRE PROTECTION, INC	FIRE PROTECTION SERVICES	901.43	Civic Center O&M
104632	2/20/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	783.87	Civic Center O&M
104632	2/20/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	633.76	Civic Center O&M
104585	2/20/2019	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
104585	2/20/2019	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
104647	2/27/2019	ALLEGIANFIRE PROTECTION, INC	FIRE PROTECTION SERVICES	525.00	Civic Center O&M
104647	2/27/2019	ALLEGIANFIRE PROTECTION, INC	FIRE PROTECTION SERVICES	495.00	Civic Center O&M
104576	2/14/2019	US BANK	VISA- BARRY KAY	137.97	Civic Center O&M
104576	2/14/2019	US BANK	VISA- MALIBU LAUNDRY	67.50	Civic Center O&M
Total Amount for 11 Line Item(s) from Civic Center O&M				\$11,712.54	

Community Development

104665	2/27/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	25,440.13	Community Development
104582	2/20/2019	CALABASAS CREST LTD	R.A.P.- MAR 2019	6,720.00	Community Development
104593	2/20/2019	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
104592	2/20/2019	DUDE SOLUTIONS INC.	SOFTWARE MAINTENANCE	2,011.25	Community Development
104664	2/27/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	381.61	Community Development



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104595	2/20/2019	FLEYSHMAN/ALBERT//	R.A.P.- MAR 2019	228.00	Community Development
104616	2/20/2019	MEDVETSKY/LINA//	R.A.P.- MAR 2019	228.00	Community Development
104629	2/20/2019	RASCOE/JOAN//	R.A.P.- MAR 2019	228.00	Community Development
104612	2/20/2019	LEVY/ESTHER//	R.A.P.- MAR 2019	228.00	Community Development
104645	2/20/2019	YAZDINIAN/SUSAN//	R.A.P.- MAR 2019	228.00	Community Development
104592	2/20/2019	DUDE SOLUTIONS INC.	SOFTWARE MAINTENANCE	200.00	Community Development
104686	2/27/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	141.18	Community Development
104576	2/14/2019	US BANK	VISA- ICC	100.00	Community Development
104576	2/14/2019	US BANK	VISA- IMLA ROCKVILLE	99.00	Community Development
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	83.45	Community Development
104590	2/20/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	53.93	Community Development
104576	2/14/2019	US BANK	VISA- ICC	50.00	Community Development
104590	2/20/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	36.68	Community Development
104664	2/27/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	36.68	Community Development
104576	2/14/2019	US BANK	VISA- AMAZON.COM	20.09	Community Development
104664	2/27/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	10.95	Community Development
Total Amount for 21 Line Item(s) from Community Development				\$40,524.95	

Community Services

104589	2/20/2019	CUSTOM PRINTING, INC.	RECREATION BROCHURE	13,876.04	Community Services
104579	2/20/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	6,770.18	Community Services
104588	2/20/2019	CUSTOM MAILING SOLUTIONS	POSTAGE	3,262.20	Community Services
104576	2/14/2019	US BANK	VISA- CALABASAS FLOWERS	2,520.00	Community Services
104674	2/27/2019	MERCY CORPS	SENIOR EXCURSION	1,500.00	Community Services
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,244.30	Community Services
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,085.76	Community Services
104576	2/14/2019	US BANK	VISA- RMS PRINTING	916.50	Community Services
104666	2/27/2019	DNA ELECTRIC	ELECTRICAL REPAIRS	835.00	Community Services
104576	2/14/2019	US BANK	VISA- HUNTINGTON TOURS	816.00	Community Services
104666	2/27/2019	DNA ELECTRIC	ELECTRICAL REPAIRS	760.00	Community Services
104576	2/14/2019	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
104576	2/14/2019	US BANK	VISA- MIKASA	669.42	Community Services
104671	2/27/2019	KOBLICK/WENDY SUE//	RECREATION INSTRUCTOR	665.00	Community Services
104668	2/27/2019	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	665.00	Community Services
104577	2/20/2019	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	540.00	Community Services
104576	2/14/2019	US BANK	VISA- FACILITRON	490.09	Community Services



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104668	2/27/2019	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	399.00	Community Services
104659	2/27/2019	CEDAR VALLEY PLUMBING SUPPLY	PLUMBING SUPPLIES	394.71	Community Services
104601	2/20/2019	HINES/LEONARDO//	BASKETBALL OFFICIAL	360.00	Community Services
104666	2/27/2019	DNA ELECTRIC	ELECTRICAL REPAIRS	349.00	Community Services
104576	2/14/2019	US BANK	VISA- AMAZON.COM	339.44	Community Services
104597	2/20/2019	GROSSMAN/BEVEN//	BASKETBALL OFFICIAL	330.00	Community Services
104602	2/20/2019	IMBER/GIL//	BASKETBALL OFFICIAL	330.00	Community Services
104619	2/20/2019	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	330.00	Community Services
104655	2/27/2019	BOWDEN AMARO/BONNIE//	RECREATION INSTRUCTOR	325.00	Community Services
104669	2/27/2019	HOLGUIN/JAMES//	RECREATION INSTRUCTOR	320.00	Community Services
104581	2/20/2019	AT&T	TELEPHONE SERVICE	303.08	Community Services
104634	2/20/2019	STEWART/ELIZABETH//	RECREATION INSTRUCTOR	300.00	Community Services
104576	2/14/2019	US BANK	VISA- AMAZON.COM	292.85	Community Services
104576	2/14/2019	US BANK	VISA- 7 ELEVEN	276.96	Community Services
104576	2/14/2019	US BANK	VISA- AMAZON.COM	270.77	Community Services
104625	2/20/2019	PATTERSON/DAVID//	BASKETBALL OFFICIAL	270.00	Community Services
104576	2/14/2019	US BANK	VISA- G & F LIGHTING	268.60	Community Services
104656	2/27/2019	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
104576	2/14/2019	US BANK	VISA- COSTCO	266.66	Community Services
104632	2/20/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	250.18	Community Services
104682	2/27/2019	STOLZMAN/MARILYN//	RECREATION INSTRUCTOR	231.00	Community Services
104630	2/20/2019	SIEDELMAN/LARRY//	BASKETBALL OFFICIAL	210.00	Community Services
104576	2/14/2019	US BANK	VISA- FIRST CHOICE COFFEE	204.55	Community Services
104576	2/14/2019	US BANK	VISA- TARGET	200.25	Community Services
104576	2/14/2019	US BANK	VISA- ZAZZLE	197.89	Community Services
104576	2/14/2019	US BANK	VISA- PARTY CITY	197.06	Community Services
104636	2/20/2019	TEMPLE/BRET//	BASKETBALL OFFICIAL	180.00	Community Services
104621	2/20/2019	O'CONNOR/SELENA//	RECREATION INSTRUCTOR	168.00	Community Services
104632	2/20/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	161.33	Community Services
104591	2/20/2019	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	160.00	Community Services
104576	2/14/2019	US BANK	VISA- DS SERVICES	158.04	Community Services
104576	2/14/2019	US BANK	VISA- SKILLPATH NAT'L	155.95	Community Services
104660	2/27/2019	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
104580	2/20/2019	ALLEN/HARVEY//	BASKETBALL OFFICIAL	150.00	Community Services
104604	2/20/2019	ISRAEL/BOB//	BASKETBALL OFFICIAL	150.00	Community Services
104576	2/14/2019	US BANK	VISA- CANOGA ELECTRIC	149.83	Community Services
104576	2/14/2019	US BANK	VISA- DIRECT TV	148.66	Community Services



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104685	2/27/2019	VERGUN/SHANNON JANNETTE//	RECREATION INSTRUCTOR	147.00	Community Services
104647	2/27/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	135.00	Community Services
104606	2/20/2019	KAMELI/NEMA//	BASKETBALL OFFICIAL	132.00	Community Services
104647	2/27/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	118.85	Community Services
104660	2/27/2019	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
104576	2/14/2019	US BANK	VISA- CONTAINER STORE	98.48	Community Services
104652	2/27/2019	AT&T	TELEPHONE SERVICE	97.02	Community Services
104607	2/20/2019	KOTEL/DANIEL//	BASKETBALL OFFICIAL	96.00	Community Services
104658	2/27/2019	CAYNE/STACIE//	RECREATION INSTRUCTOR	94.50	Community Services
104576	2/14/2019	US BANK	VISA- PROFIX APPLIANCE	85.00	Community Services
104679	2/27/2019	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	84.00	Community Services
104576	2/14/2019	US BANK	VISA- HOME DEPOT	63.20	Community Services
104576	2/14/2019	US BANK	VISA- FROM A BIRDIE	62.75	Community Services
104576	2/14/2019	US BANK	VISA- AMAZON.COM	61.96	Community Services
104576	2/14/2019	US BANK	VISA- CANYON MAIL & MORE	49.00	Community Services
104631	2/20/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.57	Community Services
104576	2/14/2019	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
104576	2/14/2019	US BANK	VISA- TROPHY KITS	34.35	Community Services
104576	2/14/2019	US BANK	VISA- DIY	32.40	Community Services
104576	2/14/2019	US BANK	VISA- HOME DEPOT	31.47	Community Services
104576	2/14/2019	US BANK	VISA- STAPLES	27.86	Community Services
104576	2/14/2019	US BANK	VISA- OFFICE DEPOT	25.74	Community Services
104576	2/14/2019	US BANK	VISA- ALBERTSONS	18.98	Community Services
104576	2/14/2019	US BANK	VISA- FRANKLIN'S HARDWARE	17.06	Community Services
104576	2/14/2019	US BANK	VISA- CALABASAS ARTS COUNCIL	15.99	Community Services
104613	2/20/2019	LIVESCAN	FINGERPRINTING SERVICES	12.00	Community Services
104576	2/14/2019	US BANK	VISA- ITUNES.COM	0.99	Community Services
Total Amount for 81 Line Item(s) from Community Services				\$48,318.45	

Finance

104576	2/14/2019	US BANK	VISA- AMAZON.COM	355.88	Finance
104576	2/14/2019	US BANK	VISA- STAPLES DIRECT	104.00	Finance
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	30.61	Finance
Total Amount for 3 Line Item(s) from Finance				\$490.49	



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Library					
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	778.63	Library
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	451.63	Library
104576	2/14/2019	US BANK	VISA- ALA	195.00	Library
104576	2/14/2019	US BANK	VISA- BOOKLIST MAGAZINE	169.50	Library
104576	2/14/2019	US BANK	VISA- SMART & FINAL	124.27	Library
104576	2/14/2019	US BANK	VISA- THE HORN BOOK	60.00	Library
Total Amount for 6 Line Item(s) from Library				\$1,779.03	
LMD #22					
104684	2/27/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,925.55	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,747.61	LMD #22
104653	2/27/2019	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,396.85	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,504.52	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,081.27	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,761.67	LMD #22
104684	2/27/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,404.00	LMD #22
104684	2/27/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	549.00	LMD #22
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	306.42	LMD #22
104684	2/27/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	149.00	LMD #22
104631	2/20/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	135.76	LMD #22
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	118.17	LMD #22
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	81.76	LMD #22
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	56.39	LMD #22
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.46	LMD #22
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	51.39	LMD #22
Total Amount for 17 Line Item(s) from LMD #22				\$35,852.63	
LMD #24					
104653	2/27/2019	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	7,104.60	LMD #24
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	761.06	LMD #24
104631	2/20/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	67.43	LMD #24
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	4.03	LMD #24
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	3.67	LMD #24



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Total Amount for 5 Line Item(s) from LMD #24				\$7,940.79	
<u>LMD #27</u>					
104653	2/27/2019	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	1.01	LMD #27
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	0.92	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$1,459.56	
<u>LMD #32</u>					
104653	2/27/2019	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,977.34	LMD #32
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,276.56	LMD #32
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.12	LMD #32
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	1.01	LMD #32
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	0.92	LMD #32
Total Amount for 5 Line Item(s) from LMD #32				\$4,281.95	
<u>LMD 22 - Common Benefit Area</u>					
104649	2/27/2019	ARCH CHEMICALS, INC.	LAKE MAINTENANCE	3,855.76	LMD 22 - Common Benefit Area
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,569.21	LMD 22 - Common Benefit Area
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	911.44	LMD 22 - Common Benefit Area
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	564.01	LMD 22 - Common Benefit Area
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	85.45	LMD 22 - Common Benefit Area
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	53.71	LMD 22 - Common Benefit Area
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	38.27	LMD 22 - Common Benefit Area
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	34.87	LMD 22 - Common Benefit Area
Total Amount for 8 Line Item(s) from LMD 22 - Common Benefit Area				\$9,112.72	
<u>Media Operations</u>					
104576	2/14/2019	US BANK	VISA- CONSTANT CONTACT	969.00	Media Operations
104576	2/14/2019	US BANK	VISA- AMAZON.COM	631.26	Media Operations
104576	2/14/2019	US BANK	VISA- SCAN NATOA	140.00	Media Operations
104576	2/14/2019	US BANK	VISA- SOUNDSTRIPE	135.00	Media Operations



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104576	2/14/2019	US BANK	VISA- CREATIVE CLOUD	52.99	Media Operations
104576	2/14/2019	US BANK	VISA- PCAM PARKIING	22.00	Media Operations
Total Amount for 6 Line Item(s) from Media Operations				\$1,950.25	
<u>Non-Departmental</u>					
104628	2/20/2019	RALPH ANDERSEN & ASSOC	RECRUITMENT AD - CITY MGR	14,000.00	Non-Departmental
104628	2/20/2019	RALPH ANDERSEN & ASSOC	RECRUITMENT AD - CITY MGR	10,500.00	Non-Departmental
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	4,203.75	Non-Departmental
104628	2/20/2019	RALPH ANDERSEN & ASSOC	RECRUITMENT AD - CITY MGR	2,500.00	Non-Departmental
104603	2/20/2019	IRON MOUNTAIN, INC.	STORAGE SERVICES	1,488.51	Non-Departmental
104576	2/14/2019	US BANK	VISA- LIFE STORAGE	1,305.00	Non-Departmental
104617	2/20/2019	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	1,260.00	Non-Departmental
104637	2/20/2019	TERRYBERRY COMPANY LLC	EMPLOYEE SERVICE AWARDS	750.00	Non-Departmental
104656	2/27/2019	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental
104576	2/14/2019	US BANK	VISA- COSTCO	691.82	Non-Departmental
104656	2/27/2019	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental
104628	2/20/2019	RALPH ANDERSEN & ASSOC	RECRUITMENT AD - CITY MGR	439.01	Non-Departmental
104576	2/14/2019	US BANK	VISA- COSTCO	380.80	Non-Departmental
104576	2/14/2019	US BANK	VISA- COFFEE WHOLESALE USA	302.64	Non-Departmental
104641	2/20/2019	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	229.37	Non-Departmental
104576	2/14/2019	US BANK	VISA- WALMART	210.03	Non-Departmental
104576	2/14/2019	US BANK	VISA- COFFEE WHOLESALE USA	123.27	Non-Departmental
104663	2/27/2019	CR PRINT	BUSINESS CARDS	100.64	Non-Departmental
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	82.50	Non-Departmental
104667	2/27/2019	FEDERAL EXPRESS CORP.	COURIER SERVICE	79.30	Non-Departmental
104594	2/20/2019	FEDERAL EXPRESS CORP.	COURIER SERVICE	73.46	Non-Departmental
104583	2/20/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
104576	2/14/2019	US BANK	VISA- AMAZON.COM	55.28	Non-Departmental
104657	2/27/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	32.45	Non-Departmental
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	8.51	Non-Departmental
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	-199.00	Non-Departmental
104576	2/14/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	-1,488.00	Non-Departmental
Total Amount for 27 Line Item(s) from Non-Departmental				\$38,592.87	

Payroll



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104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	6,951.08	Payroll
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	3,947.03	Payroll
104648	2/27/2019	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	918.40	Payroll
104584	2/20/2019	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104587	2/20/2019	COROALLES/ANTHONY//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104596	2/20/2019	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104598	2/20/2019	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104600	2/20/2019	HILL/BOB//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104614	2/20/2019	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104623	2/20/2019	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104642	2/20/2019	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
104622	2/20/2019	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAR 19	72.00	Payroll
Total Amount for 12 Line Item(s) from Payroll				\$17,655.07	
<u>Police / Fire / Safety</u>					
104608	2/20/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2019	385,245.75	Police / Fire / Safety
104608	2/20/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2019	9,252.34	Police / Fire / Safety
104672	2/27/2019	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JAN 2019	3,596.51	Police / Fire / Safety
104608	2/20/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2019	387.50	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$398,482.10	
<u>Public Safety & Emergency Preparedness</u>					
104576	2/14/2019	US BANK	VISA- CORNER BAKERY	169.50	Public Safety & Emergency Preparedness
104576	2/14/2019	US BANK	VISA- FRESH BROTHERS	118.79	Public Safety & Emergency Preparedness
104576	2/14/2019	US BANK	VISA- AMAZON.COM	61.11	Public Safety & Emergency Preparedness
104576	2/14/2019	US BANK	VISA- STAPLES DIRECT	44.30	Public Safety & Emergency Preparedness
Total Amount for 4 Line Item(s) from Public Safety & Emergency Preparedness				\$393.70	
<u>Public Works</u>					
104586	2/20/2019	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,563.80	Public Works
104661	2/27/2019	COOPER ECOLOGICAL MONITORING	SURVEY SERVICES	2,612.50	Public Works
104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,071.30	Public Works
104635	2/20/2019	SUNBELT RENTALS, INC.	EQUIPMENT RENTAL	1,628.17	Public Works
104662	2/27/2019	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,560.23	Public Works



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104673	2/27/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,153.74	Public Works
104687	2/27/2019	WILLDAN ASSOCIATES INC.	PARCEL MAP REVIEW	971.75	Public Works
104688	2/27/2019	YIN/JULIE//	CONSULTING SERVICES	887.50	Public Works
104688	2/27/2019	YIN/JULIE//	CONSULTING SERVICES	875.00	Public Works
104650	2/27/2019	ARUCAN/KEVIN//	CONSULTING SERVICES	875.00	Public Works
104650	2/27/2019	ARUCAN/KEVIN//	CONSULTING SERVICES	712.50	Public Works
104670	2/27/2019	KARAMPOUR/RODNY//	CONSULTING SERVICES	700.00	Public Works
104680	2/27/2019	SO-CAL PRESSURE WASH	PRESSURE WASHING	650.00	Public Works
104687	2/27/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	600.00	Public Works
104687	2/27/2019	WILLDAN ASSOCIATES INC.	PARCEL MAP REVIEW	578.50	Public Works
104610	2/20/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	486.56	Public Works
104644	2/20/2019	WILLDAN ASSOCIATES INC.	PARCEL MAP REVIEW	429.00	Public Works
104644	2/20/2019	WILLDAN ASSOCIATES INC.	PARCEL MAP REVIEW	429.00	Public Works
104576	2/14/2019	US BANK	VISA- HOME DEPOT	406.60	Public Works
104687	2/27/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	376.00	Public Works
104670	2/27/2019	KARAMPOUR/RODNY//	CONSULTING SERVICES	350.00	Public Works
104677	2/27/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	344.00	Public Works
104677	2/27/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	336.00	Public Works
104677	2/27/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	336.00	Public Works
104599	2/20/2019	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	308.00	Public Works
104683	2/27/2019	VALLEY NEWS GROUP	LEGAL ADVERTISING	300.00	Public Works
104576	2/14/2019	US BANK	VISA- BANNERS ON THE CHEAP	253.82	Public Works
104677	2/27/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	240.00	Public Works
104576	2/14/2019	US BANK	VISA- BUILD A SIGN	178.18	Public Works
104576	2/14/2019	US BANK	VISA- CAPCA	160.00	Public Works
104576	2/14/2019	US BANK	VISA- DIY	132.94	Public Works
104639	2/20/2019	UNITED RENTALS	EQUIPMENT RENTAL	108.16	Public Works
104576	2/14/2019	US BANK	VISA- AUTO PARK	20.00	Public Works
Total Amount for 33 Line Item(s) from Public Works				\$28,634.25	

Recoverable / Refund / Liability

104622	2/20/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	285.15	Recoverable / Refund / Liability
104618	2/20/2019	MILLER/GARRETT//	REFUND BUILDING PERMIT	258.40	Recoverable / Refund / Liability
104633	2/20/2019	STATE DISBURSMENT	WAGE GARNISHMENT- 2/15/19	46.15	Recoverable / Refund / Liability
104626	2/20/2019	PELTIN/JOAN//	RECREATION REFUND	35.00	Recoverable / Refund / Liability



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Total Amount for 4 Line Item(s) from Recoverable / Refund / Liability				\$624.70	
<u>Tennis & Swim Center</u>					
104579	2/20/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	6,518.03	Tennis & Swim Center
104632	2/20/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	4,178.93	Tennis & Swim Center
104684	2/27/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,720.94	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- AMERICAN RED CROSS	2,107.45	Tennis & Swim Center
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,586.91	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- HOME DEPOT	517.88	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- CLARK PEST CONTROL	500.00	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- ECANOPY.COM	449.90	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- G & F LIGHTING	423.98	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- ADOLPH KIEFER	414.64	Tennis & Swim Center
104643	2/20/2019	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	389.43	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- POOL WEB AQUATIC	388.17	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- LIGHTCRAFT OUTDOOR	350.40	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- SMART & FINAL	303.51	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- TOTAL GRAPHICS	292.84	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- POWER SYSTEMS	270.05	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- JOBSITE GLASS & MIRROR	250.00	Tennis & Swim Center
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	222.60	Tennis & Swim Center
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	220.98	Tennis & Swim Center
104579	2/20/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	197.10	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- AMAZON.COM	192.78	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- CAP LEASING	192.00	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- MCCALLA COMPANY	188.83	Tennis & Swim Center
104640	2/20/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	169.19	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- ULINE	166.86	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- TARGET	149.61	Tennis & Swim Center
104579	2/20/2019	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	135.00	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- WALMART	116.12	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- SWIM OUTLET	112.80	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- USTA	110.00	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- INDEED	98.08	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- LESLIE'S POOLMART	91.91	Tennis & Swim Center



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104576	2/14/2019	US BANK	VISA- HOME DEPOT	89.12	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- ALLSALE ELECTRIC	85.62	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- AMAZON.COM	29.97	Tennis & Swim Center
104627	2/20/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 19	27.48	Tennis & Swim Center
104654	2/27/2019	BCC	LIFE & DISABILITY INS- FEB 19	21.17	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- WALMART	14.75	Tennis & Swim Center
104576	2/14/2019	US BANK	VISA- USPS	10.47	Tennis & Swim Center
Total Amount for 40 Line Item(s) from Tennis & Swim Center				\$25,405.50	

Transportation

104624	2/20/2019	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	16,542.24	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	14,767.34	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	8,924.07	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	7,686.02	Transportation
104615	2/20/2019	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2019	5,651.22	Transportation
104578	2/20/2019	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,565.10	Transportation
104646	2/27/2019	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,443.90	Transportation
104624	2/20/2019	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	5,092.39	Transportation
104605	2/20/2019	JOHN KULAR CONSULTING	ENGINEERING SERVICES	3,933.40	Transportation
104631	2/20/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,066.02	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	2,979.14	Transportation
104681	2/27/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,338.33	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	1,316.80	Transportation
104611	2/20/2019	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,013.26	Transportation
104676	2/27/2019	R P BARRICADE INC	EQUIPMENT RENTAL- TRAFFIC SIGN	960.00	Transportation
104678	2/27/2019	SAFeway SIGN COMPANY	TRAFFIC SIGNS	935.04	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- AUG 18	487.91	Transportation
104576	2/14/2019	US BANK	VISA- E DIAMOND TOOLS	479.57	Transportation
104675	2/27/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 18	298.30	Transportation
104576	2/14/2019	US BANK	VISA- B&B MOTORS	296.83	Transportation
104576	2/14/2019	US BANK	VISA- CHEVRON	227.79	Transportation
104609	2/20/2019	LA DWP	TRAFFIC METER SERVICE	174.48	Transportation
104576	2/14/2019	US BANK	VISA- CALACT	146.25	Transportation
104576	2/14/2019	US BANK	VISA- CHEVRON	100.00	Transportation
104651	2/27/2019	AT&T	PARCEL MAP REVIEW	96.25	Transportation
104576	2/14/2019	US BANK	VISA- EXXON MOBIL	90.96	Transportation



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104576	2/14/2019	US BANK	VISA- PEPBOYS	57.45	Transportation
104576	2/14/2019	US BANK	VISA- 7 ELEVEN	49.77	Transportation
104576	2/14/2019	US BANK	VISA- UNION 76	31.27	Transportation
104576	2/14/2019	US BANK	VISA- UNION 76	31.00	Transportation
104576	2/14/2019	US BANK	VISA- UNION 76	28.52	Transportation
104576	2/14/2019	US BANK	VISA- TIREMAN	25.00	Transportation
104662	2/27/2019	COUNTY OF LOS ANGELES	CONTRACT SERVICES	12.69	Transportation
Total Amount for 33 Line Item(s) from Transportation				\$87,848.31	
GRAND TOTAL for 351 Line Items				\$766,458.38	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

27-Mar

1	PW	Presentation	Regarding smart water meters
2	CD	Consent	Approval of M6 Contract
3	CD	New Business	Annual Housing Element update

Future Items

1	CS	Consent	Recommendation to approve Resolution No. 2019-1618 approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A funding for projects and programs
2	CS	New Business	Wild Walnut option B (traffic flow, parking, playground and funding)
3	MOD	Consent	Recommendation to approve a contract for website design, etc.
4	CD	Public Hearing	Introduction of Ordinance No. 2019-376 regarding standards for land use within 500 ft. of the 101 Freeway
5	CC	New Business	Electric scooters recommendation from PSC and TTC
6	CC	Presentation	Introduction of new Deputy Fire Chief Tony Marrone
7	CC	New Business	Results/recommendations from PS Committee meeting regarding Woolsey Fire
8	PS	Consent	Adoption of Final Hazard Mitigation Plan as approved by Cal OES and FEMA
9	CS	New Business	Educational signage for City facilities
10	CC	New Business	Gun safety program
11	CC	New Business	A presentation on the City's current Transportation Demand Management policy
12	CC	New Business	Citywide cell coverage discussion
13	CC	Presentation	Recognition of CHS Robotic team
14	CC	Presentation	Recognition of CHS Boys/Girls Basketball Teams
16	PW	Consent	1.) Initiating Proceedings; 2.) Preliminary approval of the Engineer's Report; 3) Adoption of Resolution of intent to levy and collect assessments within Mont Calabasas
17	PW	New Business	Public meeting regarding intent to levy and collect assessments within Mont Calabasas
18	PW	Public Hearing	Public hearing for Landscape Lighting Act Districts Nos 22, 24, 27 & 32 assessments
19	PW	Public Hearing	Declaring results of balloting, certification of assessments and adoption of corresponding resolutions FOR Landscape Lighting Act Districts Nos 22, 24, 27 & 32
20	PW	New Business	Dial-A-Ride needs assessment study
21	PW	New Business	Recommendation from Environmental Commission regarding Berkely Ordinance and other ideas for further reduction of plastics

2019 Meeting Dates

Apr 10	Aug 14
Apr 24	Aug 28
Apr 27 - Council Workshop	Sep 11
May 8	Sep 25
May 22	Oct 9 Canceled - Yom Kippur
Jun 12	Oct 23
Jun 26	Nov 13
Jul 10 - Canceled	Nov 27 - Canceled - Thanksgiving Eve
Jul 24 - Canceled	Dec 11 - Council Reorganization
	Dec 25 - Canceled - Christmas