



### CITY of CALABASAS

# CITY COUNCIL AGENDA REGULAR MEETING – WEDNESDAY, MARCH 9, 2016 CITY HALL COUNCIL CHAMBERS 100 CIVIC CENTER WAY, CALABASAS

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

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

Public Employee Performance Evaluation Gov. Code §54957
 Title: City Manager

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers Pledge of Allegiance by Girl Scouts Troop 1056 Approval of Agenda

### ANNOUNCEMENTS/INTRODUCTIONS - 7:15 P.M.

### PRESENTATIONS - 7:25 P.M.

Recognition of Cub Scouts Pack 333 for going over and above in community service efforts

### ORAL COMMUNICATIONS - PUBLIC COMMENT - 7:45 P.M.

### **CONSENT ITEMS - 7:50 P.M.**

1. Approval of meeting minutes from February 24, 2016

- 2. Adoption of Resolution No. 2016-1499, approving the addition of new positions and eliminating positions in the Community Services Department
- 3. Adoption of Resolution No. 2016-1500, approving the acquisition of one of Los Angeles County tax-defaulted properties in Calabasas Highlands for the approximate amount of \$20,000 (Assessor Parcel No. 2072-002-014)
- 4. Approval of Grant Agreement with Santa Monica Mountains Conservancy in the amount of \$980,500 for Construction of Las Virgenes Creek Restoration Project (Phase II) and amendment to existing agreement with California Green Consultant in the amount of \$120,000
- 5. Recommendation to approve a professional services agreement with NOLA Partners, Inc. for Interior design and related services in an amount not to exceed \$125,000

### **PUBLIC HEARING – 8:00 P.M.**

Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497,

 Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)

THE APPLICANT HAS REQUESTED A CONTINUANCE OF THIS PUBLIC HEARING TO THE MARCH 23, 2016, COUNCIL MEETING. THE CITY COUNCIL WILL TAKE UP THE REQUEST AT THE APPROPRIATE TIME

### **PUBLIC HEARING – 8:15 P.M.**

7. Adoption of Resolution No. 2016-1493 implementing a membership fee structure for the Calabasas Senior Center

### **NEW BUSINESS – 8:45 P.M.**

- 8. <u>Discussion and recommendation on an official name for the Calabasas Senior Center</u>
- 9. <u>Discussion on the Calabasas Klubhouse Preschool Program and potential options</u>

### **INFORMATIONAL REPORTS – 9:45 P.M.**

10. Check Register for the period of February 12-24, 2016

TASK FORCE REPORTS - 9:50 P.M.

CITY MANAGER'S REPORT - 9:55 P.M.

FUTURE AGENDA ITEMS - 9:58 P.M.

**ADJOURN - 10:00 P.M.** 

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 23, 2016, at 7:00 p.m.

### MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA HELD WEDNESDAY, FEBRUARY 24, 2016

Mayor Bozajian called the meeting to order at 7:00 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL Present: Mayor Bozajian, Mayor pro Tem Maurer,

Councilmembers Gaines, Shapiro and Weintraub

Absent: None

Staff: Bartlett, Coroalles, Hernandez, Howard, Klein,

Lysik, Mirzakhanian, Tamuri and Yalda

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scouts Pack 333.

### APPROVAL OF AGENDA

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

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

Shapiro and Weintraub

### **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

### Councilmember Gaines:

 CHS Boys' Basketball team defeated San Marcos in the semi-finals of the CIF playoffs. A home game against the Bonita Bear Cats is scheduled on February 26.

### Mayor pro Tem Maurer:

- The second annual speakers' series will conclude on March 11 with Gil Garzetti.

### Councilmember Shapiro:

The Chamber of Commerce Bowling Tournament will take place on February 26.

### Councilmember Weintraub:

- Work on the Mulholland Hwy. project is expected to be completed within the next two weeks.

### Mayor Bozajian:

- The AHCCC annual St. Patrick's Day celebration will be held on March 12.
- March 5 will mark the 25<sup>th</sup> anniversary of the City's incorporation election. April 5 will mark the 25<sup>th</sup> anniversary of the City's incorporation. A number of activities/celebrations will take place throughout the year.

### **PRESENTATIONS**

- Sheriff's Crime Report
  - Lt. Rotella presented the report.

### ORAL COMMUNICATIONS – PUBLIC COMMENT

Jay Perlmutter and David Litt spoke during public comment.

### **CONSENT ITEMS**

- 1. Approval of meeting minutes from February 10, 2016
- 2. Recommendation to approve the Funding Agreement between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority for the Mulholland Highway Gap Closure Project
- 3. Adoption of Resolution No. 2016-1495, approving a renewal of the General Services Agreement with Los Angeles County, ending June 30, 2021
- 4. Recommendation to approve a professional services agreement with KOA Corporation for on-call and as-needed construction management/engineering and related services in an amount not to exceed \$100,000

Councilmember Shapiro requested Consent Item No. 4 be pulled.

After discussion, Councilmember Shapiro moved, seconded by Councilmember Weintraub to approve Consent Item Nos. 1-4. MOTION CARRIED 5/0 as follows:

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

### **PUBLIC HEARING**

3. Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. The proposed project includes a Development Plan Permit in order to construct a 50-foot tall 4-story building and construction of retaining walls in excess of 6-feet in height. The project includes the City vacating a portion of Rondell Street that abuts the western property line. An Oak Tree Permit is required to allow for the encroachment into the protected zone of three oak trees. The subject site is located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015), within the Commercial Retail Zoning District and Scenic Corridor Overlay Zone, and 2) adopting the associated Mitigated Negative Declaration. The Planning Commission recommended that the City Council approve the project and found that the proposed summary street vacation is consistent with the General Plan at its February 4, 2016 meeting

Councilmember Gaines recused himself from participating on Item No. 5 and left the meeting.

Mayor Bozajian opened the Public Hearing.

Mr. Klein and Mr. Bartlett presented the report.

Richard Weintraub, Dale Yonkin, Michel Jacoby, Michael Brockman, Lawrence Jordan Miriam Wiener, Jay Shillan, Mary Wordin, Vivian Azus, Pricilla Lee, Randy Ramsey, Carol Steffen, Ron Steffen, Kim Hart, Carl Ehrlich, Bonnie Mulholland, David Blonsky, Barry Schoembrum, Emma Welby, Karen Tiffany, Bob Robbins, Peter Heumann spoke on Item No. 5.

The meeting recessed at 9:17 p.m. The meeting reconvened at 9:30 p.m.

Jennifer Hoffman, Kaleen Farrell, John Suwara, Joanne Suwara, Tyler Turquand, Elise Dragu, Clark Canfield, Kelly Spadoni, Greg Higa, Frances Alet, Jeff Messenger, Dylan Messenger, Lynda Lo-Hill, Lee Dragu, Martha Fritz, Shea Broussard, Michael Harrison, John Daly, Karmen Brower, R.L. Embree, Susan Atkinson-Barr, David Litt, Taba Tabau, Brenda Bari-Cayanan, Frank Perez, Tracy Kay, Robert Lia, Orit Taylor, Keith Copsey, Mark Handel, Angelino T. Cayanan, Melissa Olen, Mary Hubbard, Steven Gambardella, Valerie Burkholder, Nolan Burkholder and Nancy Kamali spoke on Item No. 5.

Mayor pro Tem Maurer moved, seconded by Councilmember Shapiro to continue Item No. 5 to the March 9, 2016 Council meeting without further public notice. MOTION CARRIED 4/0 as follows:

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

Weintraub

ABSENT: Gaines

### **INFORMATIONAL REPORTS**

6. Check Register for the period of February 3-10, 2016

No action was taken on this item.

### **TASK FORCE REPORTS**

None.

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

None.

### **FUTURE AGENDA ITEMS**

Mayor pro Tem Maurer requested an update on the Las Virgenes Road construction project.

### **ADJOURN**

The City Council adjourned at 11:19 p.m. to their next regular meeting scheduled on Wednesday, March 9, 2016, at 7:00 p.m.

Maricela Hernandez, MMC	
City Clerk	





### **CITY COUNCIL AGENDA REPORT**

DATE: FEBRUARY 29, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: ADOPTION OF RESOLUTION NO. 2016-1499 APPROVING THE

ADDITION OF NEW POSITIONS AND ELIMINATING POSITIONS IN

THE COMMUNITY SERVICES DEPARTMENT

**MEETING** 

MARCH 9, 2016

DATE:

### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2016-1499 approving the addition of new positions and eliminating positions in the Community Services Department.

### **BACKGROUND:**

At the Council meeting of February 10, 2016 staff brought forward a recommendation on a staffing structure for the Senior Center that made staffing of the center cost neutral to the City. It was proposed by staff and approved by Council that by taking two current full time positions in the Department (one of which just became vacant) and reclassifying/retitling them (and moving them to the Senior Center) along with some other minor Department reorganization we were able to reduce \$182,000 of personnel costs from other facilities which is precisely the full time staffing costs for the initial year of the Senior Center.

### **DISCUSSION:**

The Full Time Staffing changes within the Community Services Department to be effective April 1, 2016 are as follows:

- 1. Create an additional Facility Supervisor Position to oversee the Senior Center
- 2. Create an additional Executive Assistant I Position to be at the Senior Center
- 3. Create an additional Recreation Coordinator Position at the T&SC
- 4. Eliminate three Recreation Specialist Positions (City Hall, De Anza and T&SC)

### FISCAL IMPACT/SOURCE OF FUNDING:

General Fund 10

### **REQUESTED ACTION:**

It is requested that the City Council adopt Resolution No. 2016-1499 approving the addition of new positions and eliminating positions in the Community Services Department.

ATTACHMENTS: Resolution No. 2016-1499

# ITEM 2 ATTACHMENT RESOLUTION NO. 2016-1499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING RESOLUTION NO. 2015-1471 BY APPROVING THE ADDITION OF NEW POSITIONS AND ELIMINATING POSITIONS IN THE COMMUNITY SERVICES DEPARTMENT.

WHEREAS, the City Council desires to retain and attract qualified and high caliber individuals; and

WHEREAS, this Resolution No. 2016-1499 is adopted in order to amend Resolution No. 2015-1471, the existing resolution in place for full-time employees, by approving the addition of one Facility Supervisor position, one Recreation Coordinator position, and one Executive Assistant I position; and eliminating three Recreation Specialist positions and establishing the salary range.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS, AS FOLLOWS:

<u>SECTION 1</u>. Resolution No. 2015-1471 is hereby amended by adding the positions of Facility Supervisor, Recreation Coordinator and Executive Assistant I and establishing the salary range for the positions as follows:

### PERMANENT EMPLOYEE SALARY RANGES

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Facility Supervisor	P129	1 2
Recreation Coordinator	P114	<del>2</del> 3
Executive Assistant I	P102	<del>9</del> 10

**SECTION 2**. Resolution No. 2015-1471 is hereby amended by deleting the positions of Recreation Specialist as follows:

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Recreation Specialist	P82	<del>3</del> 0

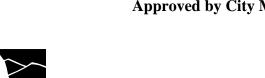
**SECTION 3.** All other provisions of Resolution No. 2015-1471 shall continue in full force and effect and shall apply to the additional positions.

<u>SECTION 3</u>. To the extent the provisions of Resolution No. 2015-1471, as amended by this Resolution No. 2016-1499, are substantially the same as any other resolution or action of the City Council, the provisions of Resolution No. 2015-1471 as amended hereby, shall be construed as continuations of these other enactments, and not as new enactments.

**SECTION 4**. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016

	James R. Bozajian, Mayor
ATTEST:	
ATTEST.	
Maricela Hernandez, MMC City Clerk	
	APPROVED AS TO FORM:
	Scott H. Howard, City Attorney



## CITY of CALABASAS

### **CITY COUNCIL AGENDA REPORT**

DATE: **FEBRUARY 23, 2016** 

TO: HONORABLE MAYOR AND COUNCILMEMBERS

GLENN MICHITSCH, SENIOR PLANNER FROM:

ADOPTION OF RESOLUTION NO. 2016-1500, APPROVING THE SUBJECT:

> ACQUISITION OF ONE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY IN CALABASAS HIGHLANDS FOR THE APPROXIMATE AMOUNT OF \$20,000 (ASSESSOR PARCEL NUMBER 2072-002-014)

**MEETING** MARCH 9, 2016

DATE:

### **SUMMARY RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2016-1500 (Attachment A) approving the acquisition of one Los Angeles County tax-default property in Calabasas Highlands for the approximate amount of \$20,000 (Assessor Parcel Number: 2072-002-014).

### **BACKGROUND:**

On a bi-annual basis, the County of Los Angeles Tax Collector sends the City a list of tax-defaulted properties in the County. The properties on the list are subject to the Power of Sale under the State Revenue and Taxation Code, and accordingly, the County holds public auctions to sell the tax delinquent properties. Section 7 of the Code provides both public and non-profit agencies an opportunity to acquire tax defaulted properties prior to a public auction if the agency expresses an interest to acquire any eligible property in writing within 30 days of the auction list publication. If an interest in acquisition is expressed, properties are then removed from the auction list and processed for sale to the agency expressing interest.

Per the direction of the Council's Open Space liaison group, there is one property in Calabasas Highlands on the 2013-A auction list that staff had the County remove from the auction list, and is still available to purchase (APN: 2072-002-014). Staff is recommending the City Council consider purchasing this parcel for open space. The purchase price as of this date (reflecting the amount of back taxes and assessments owed) is listed at \$19,679.64. The final cost of purchase will include additional taxes and assessments incurred up to the final transaction date plus some additional Los Angeles County administration costs.

### **DISCUSSION/ANALYSIS:**

The City has adopted a policy of purchasing tax-defaulted properties either for the purpose of open space preservation and/or to reduce the buildout density in two of the small-lot subdivisions (Old Topanga and the Calabasas Highlands) in the City. This policy is consistent with the goals in the General Plan which include the protection of environmental resources and maintaining an open space system which will conserve natural resources, preserve scenic beauty, promote a healthful atmosphere, provide space for a variety of both active and passive recreational activities and protect public safety. Consistent with State law, the Planning Commission has made a finding of consistency with the General Plan regarding the purchase of tax default properties in the City.

Attachment A, Exhibit A illustrates the location and boundaries of the subject parcels.

Currently, the parcel is privately owned and located in the Calabasas Highlands Community on the east side of Mulholland Highway approximately 450 feet north of the intersection of Mulholland Highway and Canyon Road. It is located south of and contiguous with another City-owned open space property previously purchased through the tax default purchase program. The 6,035 square-foot (0.14 acre) parcel is steeply sloped and wooded with oak trees and pine trees. Therefore, purchasing this property is consistent with the City's General Plan policies to preserve oak woodland habitat, add to the City's open space inventory and reduce overall density in the Calabasas Highlands antiquated subdivision.

### FISCAL IMPACT/SOURCE OF FUNDING:

The City's Open Space Budget (10-134-6550-00) for the current fiscal year has been funded with \$20,000. The City has received a Chapter 8 agreement from the County Tax Collector's Office along with the projected cost to purchase the property of \$19,679.64. Therefore, if the purchase is approved by the County Board of Supervisors, staff is presuming the payment of \$19,679.64 plus administration costs, and additional unpaid taxes by the current (defaulted) owner

and assessments accrued up until the transfer date will be due. To this end, the anticipated fiscal impact to the City's budget will be approximately \$20,000 to the General Fund.

It is also important to note that under the County Tax Collector's rules, the current property owner retains the right to pay the back taxes and assessments at any time during the processing period, so it is possible that the parcel could be removed from the tax-default inventory prior to consummation of the City's purchase.

### REQUESTED ACTION:

Staff recommends that the City Council adopt Resolution No. 2016-1500 (Attachment A) approving the acquisition of one Los Angeles County tax-default property in Calabasas Highlands for the approximate amount of \$20,000 (Assessor Parcel Number: 2072-002-014).

**ATTACHMENTS**: A – Council Resolution No. 2016-1500

B – Aerial Photograph of the Subject Parcel

C – Site Photo

### **RESOLUTION NO. 2016-1500**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS APPROVING THE ACQUISITION OF ONE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY IN CALABASAS HIGHLANDS FOR THE APPROXIMATE AMOUNT OF \$20,000 (ASSESSOR PARCEL NUMBER: 2072-002-014)

WHEREAS, the City of Calabasas expresses interest in acquiring one taxdefaulted property from the County of Los Angeles under Chapter 8 of the State Revenue and Taxation Code from the 2013-A tax defaulted properties list; and

WHEREAS, the tax defaulted property is located within the Calabasas Highlands community of the City of Calabasas, as shown in Exhibit A, attached; and

WHEREAS, the intended purpose of acquisition for the tax defaulted property, as shown in Exhibit A, attached, is for open space preservation; and

WHEREAS, the purchase is consistent with the General Plan including the Open Space Element which calls for the protection of environmental resources and maintenance of an open space system which will conserve natural resources, preserve scenic beauty, promote a healthful atmosphere, provide space for recreational opportunities and protect public safety.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calabasas as follows:

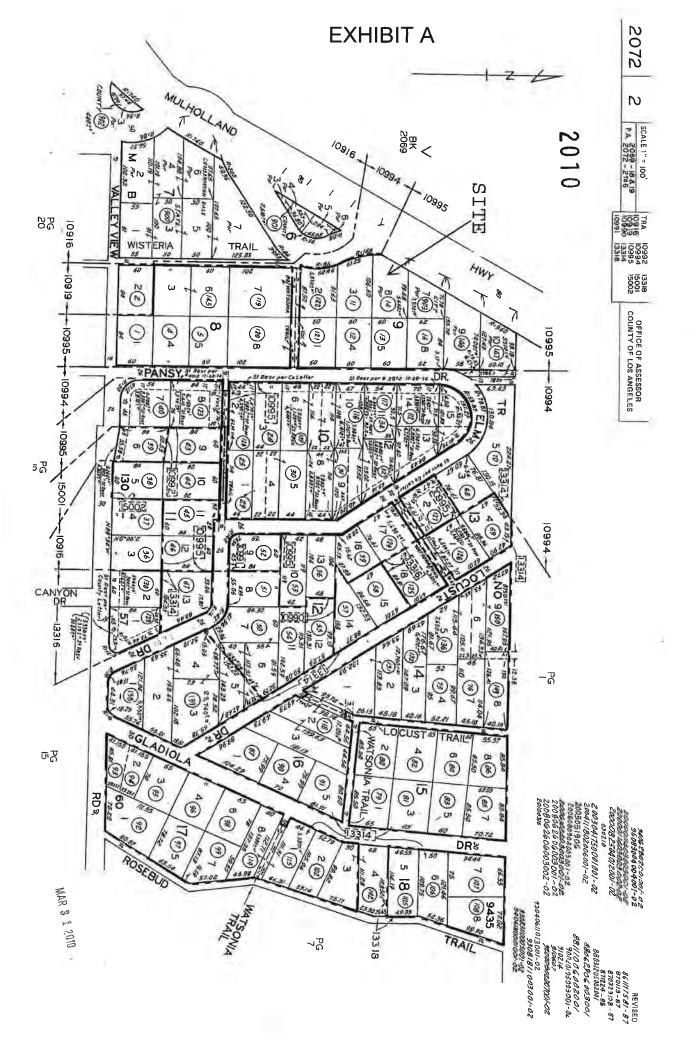
**SECTION 1.** That the City of Calabasas expresses interest in acquiring the tax-default property shown in Exhibit A, attached, from the County of Los Angeles.

**SECTION 2.** That City staff is authorized to proceed with the acquisition of the tax-defaulted properties through the Los Angeles County Tax Collector's office.

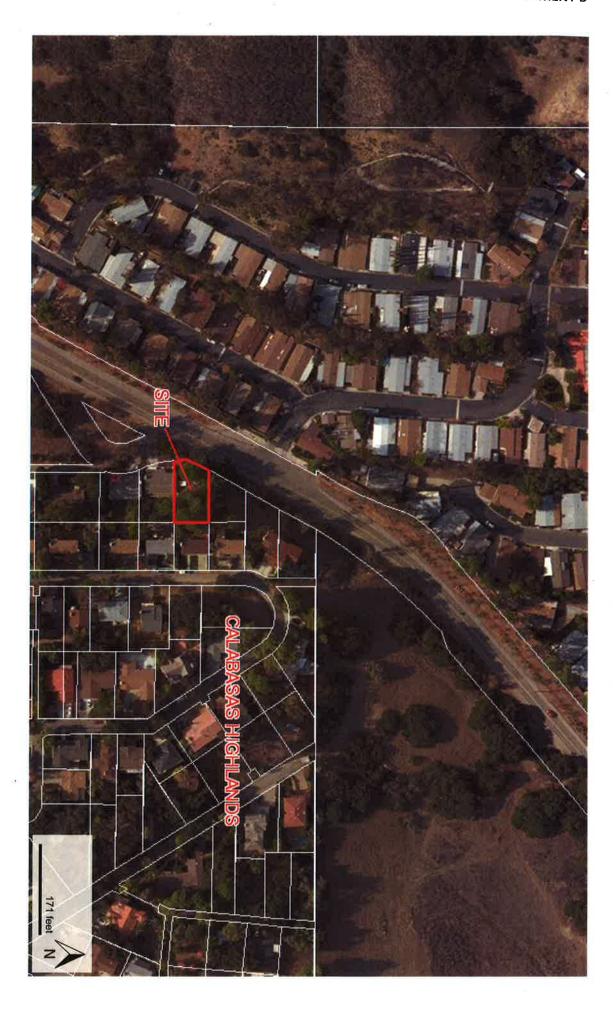
The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

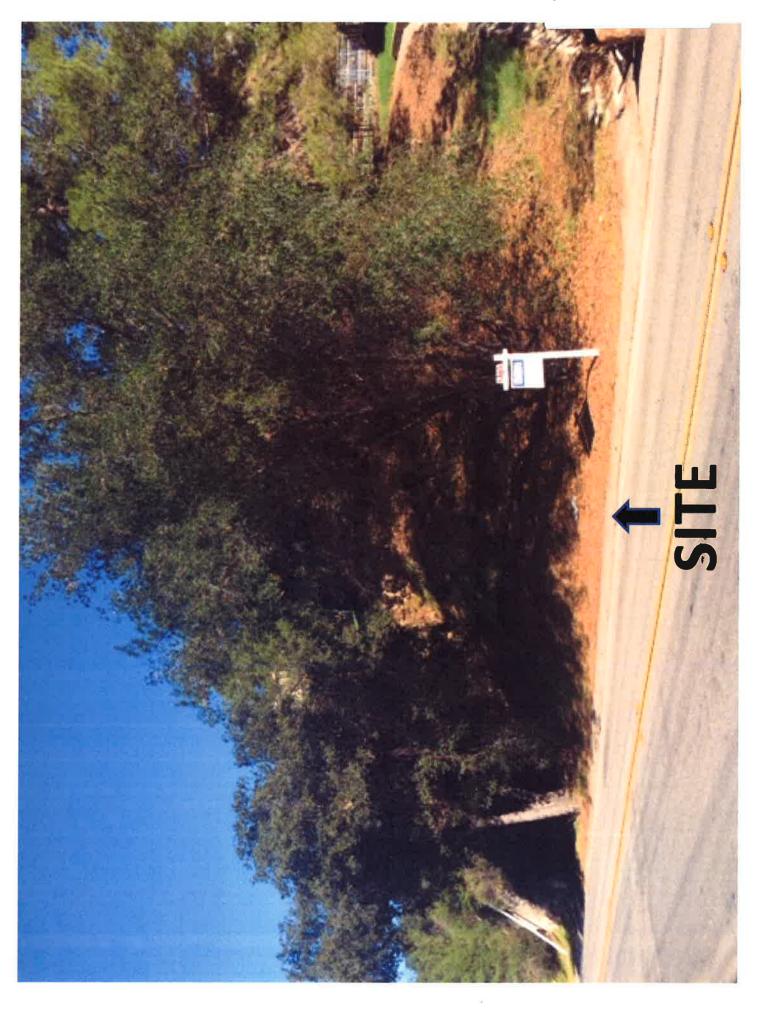
# PASSED, APPROVED AND ADOPTED, this 9<sup>th</sup> day of March, 2016.

	James R. Bozajian, Mayor
ATTEST:	
Maricela Hernandez, MMC City Clerk	
	APPROVED AS TO FORM
	Scott H. Howard
	City Attorney











### CITY of CALABASAS

### CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 29, 2016

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 GRANT AGREEMENT WITH SANTA MONICA

MOUNTAINS CONSERVANCY IN THE AMOUNT OF \$980,500 FOR CONSTRUCTION OF LAS VIRGENES CREEK RESTORATION PROJECT (PHASE II) AND AMENDMENT TO EXISTING AGREEMENT WITH CALIFORNIA GREEN CONSULTANT IN THE AMOUNT OF \$120,000

**MEETING MARCH 9, 2016** 

DATE:

### **SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve the Grant Agreement with Santa Monica Mountains Conservancy in the amount of \$980,500 for Construction of Las Virgenes Creek Restoration Project (Phase II), authorize Public Works Director to execute the grant agreement and all related documents and approve an amendment to the existing agreement with California Green Consultant for construction administration in the amount of 120,000.

### **BACKGROUND AND DISCUSSION:**

Phase II of the Las Virgenes Creek restoration project calls for construction of nearly 1.5 miles creekside trail, stabilizing the banks, restoring the creek and removing barriers to fish migration in Las Virgenes Creek between Agoura Road and De Anza Park. This project will include establishing a walking trail along the creek, creating a habitat and water quality educational center and several public access points to the creek.

Broken concrete liner that has created barriers shall be removed and the banks shall be stabilized in order to reduce sediment and nutrient loading in the creek. Once completed, this project will restore the creek to its natural state, improve water quality, and provide additional open space in a dense urbanized environment.

Draft designs were presented to stakeholders and general public on August 6, 2015 during a public workshop. Based on comments received, the updated design was presented to the Environmental Commission on September 1, 2015 and to the City Council on October 28, 2015. Residents and stakeholders had a second chance to review final designs during another workshop held on November 12, 2015. On December 9, 2015, the City Council Adopted the Resolution 2015-1479 approving the Mitigated Negative Declaration pursuant to CEQA.

The final designs were presented to all regulatory agencies including the California Department of Fish and Wildlife, Army Corp of Engineers, Regional Water Quality Control Board and County of Los Angeles Public Works Department for review and approval.

Staff is preparing the bid documents and will issue a Request for Proposal (RFP) as soon as all regulatory permits are secured. All tasks related to construction administration, monitoring and environmental documentation shall be performed by California Green Consultant that is already under contract with the City.

### FISCAL IMPACT/SOURCE OF FUNDING:

Staff have pursued all grant funding opportunities and was able to secure a grant in the amount of \$676,735 funded under Urban Stream Restoration Program administered by California Department of Water Resources, another grant in the amount of \$645,200 funded under Proposition 84 – Integrated Regional Water Management Plan. Recently another grant funding in the amount of \$980,500 was approved by the Santa Monica Mountains Conservancy funded thru Proposition 84. Staff will be pursuing other funding opportunities if the bids exceed the engineer's estimate of \$2.4M.

On December 10, 2014, the City Council approved the project's local match of \$300,000 (Account No. 40-319-6502-38) that has covered the cost of surveying, design, engineering, specifications, holding public workshops, CEQA compliance, permit fees and preparing bid documents. Current PSA with California Green Consultant shall be amended in the amount of \$120,000 for construction administration, monitoring and environmental documentation. All construction-related costs shall be paid thru the above grants.

### **REQUESTED ACTION:**

That the City Council approve a Grant Agreement with Santa Monica Mountains Conservancy in the amount of \$980,500 for Construction of Las Virgenes Creek Restoration Project (Phase II) and authorize the Public Works Director to execute the grant agreement and all related documents and approve an amendment to the existing agreement with California Green Consultant for construction administration in the amount of \$120,000.

### **ATTACHMENTS:**

- 1. Agreement with Santa Monica Mountains Conservancy for construction of Las Virgenes Creek Restoration Project Phase II.
- 2. Amendment to Professional Services Agreement with California Green Consultant

# STATE OF CALIFORNIA

and Board Materials

ST	ANDARD AGREEMENT					
STD 213 (Rev 06/03)				AGREEMENT NUMBER		
				3810-P01-1568		
				REGISTRATION NUMBER		
1.	This Agreement is entere	nd into between the S	tate Agency and th	e Contractor named below:		
١.	STATE AGENCY'S NAME	d into between the o	tate Agency and the			
	Santa Monica Mountains	s Conservancy				
	CONTRACTOR'S NAME					
	City of Calabasas (Las V	irgenes Creek Restor	ration			
2.	The term of this Agreement is:	12/14/2015	through	6/30/2018		
3.	of this Agreement is:	\$ 980,500				
4.	The parties agree to compart of the Agreement.	ply with the terms and	conditions of the	following exhibits which are by	this reference made a	
	Exhibit A - Scope of We	ork			1 page(s)	
	Exhibit B – Budget Deta	il and Payment Provi	sions		1 page(s)	
	Exhibit C* General Te	rms and Conditions			GTC 610	
	Check mark one item be	elow as Exhibit D:				
				eto as part of this agreement)	page(s)	
		cial Terms and Condi	tions		114 page(s)	
	Exhibit E - Additional P	rovisions			11.1 bago(0)	

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	California Department of General Services Use Only	
CONTRACTOR'S NAME (if other then an individual, state whether a c City of Calabasas		
BY (Authorized Sionblure)	1	
Ø		1
PRINTED NAME AND TITLE OF PERSON SIGNING		1
Robert Yalda, P.E., T.E., Public Works Director/	City Engineer	
ADDRESS		1
100 Civic Center Way		1
Calabasas, California 91302	4	
STATE OF CALIFO	RNIA	
AGENCY NAME		
Santa Monica Mountains Conservancy		1
BY (Authorized Signature)	DATE SIGNED(Do not type)	1
6		4
PRINTED NAME AND TITLE OF PERSON SIGNING	Exempt per: SCM Vol. 1	
Irma Muñoz, Chair	Sections 4.01, 4.04 and 4.06	
ADDRESS		
5750 Ramirez Canyon Road, Malibu, California		

AGREEMENT SUMMARY TD 215 (Rev. 4/2002)				A	GREEMENT NUI	ABER AN	TEND	MENT NUMBER
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHE			HED	3	810-P01-1572			
CONTRACTOR'S NAME	TIONAL TAGES	AIGE ATTAC	HED			2. FEDERA	L l.D.	NUMBER
City of Calabasas (Las Virgenes Creek Restoration)						95-4315	963	
3, AGENCY TRANSMITTING A Santa Monica Mount	MOUNTAINS CONSERVANCY  4. DIVISION, BURE			UREA	U, OR OTHER U	NIT		GENCY BILLING CODE
NAME AND TELEPHONE NO Rorie Skei, Chief Depu				REG	ARDING THIS A	GREEMENT		
. HAS YOUR AGENCY CONTI	RACTED FOR THES YES (If YES, ente							
	name and Agree	ment Number)	-			11-11-11-11		
. BRIEF DESCRIPTION OF SE	RVICES - LIMIT 72	CHARACTERS	INCLUDING PUN	CTUA	TION AND SPAC	CES		
Restoration of Calab	asas Creek							
P. AGREEMENT OUTLINE (In the Agreement necessary; included Rehabilitation of Las Vingreatly improve flood magnetic performed in accordance.)	de special or unusual rgenes Creek, il lirgenes Creek. nanagement, ad	terms and conditionally, ding to the standard	ions.) removal of ex restoration of afety and seci	otic a Las urity o	and invasive p Virgenes Cre of the surrour	olant specie ek to its na oding comm	es, ar tural nunity	nd the restoration o conditions will y. This grant will be
0. PAYMENT TERMS (More th		QUARTERL			ONE -TIME PA		_	ROGRESS PAYMENT
☐ ITEMIZED INVOICE		WITHHOLD	%		ADVANCED P	AYMENT NO	T TO I	EXCEED
□ REIMBURSEMENT/R     □	EVENUE				\$		or	%
OTHER (Explain)					-			10 10 10 10 10 10 10 10 10 10 10 10 10 1
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I. PROJECTED EXPENDITUR	ES	ITEM		.Y.	CHAPTER	STATU	re	PROJECTED EXPENDITURES
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		TOTAL	\$ 980,50	0				

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	AGREEMENT SUMMARY					BER AMEN	IDMENT NUMBER
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6. NAME AND TELEPHONE NUM Rorie Skei, Chief Deputy	BER OF CONTR.	ACT ANALYST.		S REG/	ARDING THIS AGE	REEMENT	
7. HAS YOUR AGENCY CONTRA		E SERVICES BE	EFORE?				
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8. BRIEF DESCRIPTION OF SERV Restoration of Calabas		CHARACTERS 1	NCLUDING PU	NCTUA	TION AND SPACE	ES	
9. AGREEMENT OUTLINE (Inclu		ement: Identify s	pecific problem,	administ	rative requirement,	program need or	other circumstances making
performed in accordance							
<ul><li>10. PAYMENT TERMS (More than MONTHLY FLAT RATE</li></ul>	one may apply.)	QUARTERLY	7		ONE -TIME PAY	MENT	PROGRESS PAYMENT
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# STATE OF CALIFORNIA AGREEMENT SUMMARY STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:		_			
REQUEST FOR PROPOSAL (RFP)	☐ INVITATION FOR BID (IFB)		USE OF MASTER SERVICE AGREEMENT		
(Attach justification if secondary method	<u>_</u>				
SOLE SOURCE CONTRACT (Attach STD, 821)	EXEMPT FROM BIDDING (Give authority for exempt status)	$\boxtimes$	OTHER (Explain)  N/A - Local Assistance		
	Contracts Register or an approved form		N/A - Local Assistance		
STD. 821, Contract Advertising Exe	emption Request, must be attached				
<ol> <li>SUMMARY OF BIDS (List of bidders, bid am N/A - Local Assistance</li> </ol>	ount and small business status) (If an amendme	nt, sole	source, or exempt, leave blank)		
15. IF AWARD OF AGREEMENT IS TO OTHER N/A – Local Assistance	THAN THE LOWER BIDDER, PLEASE EX	PLAIN	REASON(S) (If an amendment, sole source, or exempt, leave blank)		
<ol> <li>WHAT IS THE BASIS FOR DETERMINING N/A – Local Assistance</li> </ol>	THAT THE PRICE OR RATE IS REASONAP	BLE?			
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17. JUSTIFICATION FOR CONTRACTING OUT	(Chack one)				
<ul> <li>Contracting out is based on cost savings pe</li> </ul>	r Government Code	ing out	is justified based on Government Code 19130(b).		
19130(a). The State Personnel Board has b Justification:	een so notified. Justifica	tion fo	r the Agreement is described below.		
N/A - Local Assistance					
18. FOR AGREEMENTS IN EXCESS OF	19. HAVE CONFLICT OF INTEREST ISSU	re I	AN FOR CONOUNTRIES ARE FOUND AND A STATE OF THE STATE OF		
\$5,000, HAS THE LETTING OF THE	BEEN IDENTIFIED AND RESOLVED	AS	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE		
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AND HOUSING?	MINIOAL SECTION 7.10?	- 1			
□ NO □ YES ☑ N/A	□ NO □ YES ☑ N/A		□ NO □ YES □ NONE ☒ N/A		
21. IS A SIGNED COPY OF THE FOLLOWING O	WENT AT VOLD ACTION FOR THE	- 17	ON FILE		
CONTRACTOR?		1.9	22. REQUIRED RESOLUTIONS ARE ATTACHED		
A. CONTRACTOR CERTIFICATION CLAU  NO ☐ YES ☒ N/A		เก			
	□ NO □ YES ☒ N/A	J	□ NO □ YES ☒ N/A		
23. ARE DISABLED VETERANS BUSINESS EN					
NO (Explain below)	YES (If YES complete the fo	llowing	)		
DISABLED VETERAN BUSINESS ENTER	PRISES: % OF AGREEMEN	Т	Good faith effort documentation attached if		
-			3% goal is not reached.		
Explain:			We have determined that the contractor has made a sincere good faith effort to meet the goal.		
N/A - Local Assistance			amout good faith citor to meet the goal.		
24. IS THIS A SMALL BUSINESS CERTIFIED B	W. cschenn				
NO YES (Indicate Industry			SMALL BUSINESS REFERENCE NUMBER		
25. IS THIS AGREEMENT (WITH AMENDMEN	TS) FOR A PERIOD OF TIME LONGER THE	NON	E VEADO AR VEC and A long control		
□ NO ⊠ YES	TO TOR A LEGIOD OF TIME LONGER THE	MY ON	E LEAR? (If IES, provide justification)		
N/A – Local Assistance					
	that all copies of the referenced A				
	nal Agreement sent to the Departi	ment	of General Services.  DATE SIGNED		
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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

# EXHIBIT B (Standard Agreement)

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

### 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- **B.** Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
Attn: Melissa Smith, Budgets, Grants and Contracts Officer
570 West Avenue 26, ste. 100
Los Angeles, California 90065

C. Refer to additional billing information for more details.

### 2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does no appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- **B.** If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to ether cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **Additional General Provisions**

### A. Definitions

- 1. The term "Act" as used herein means the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
- 2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
- 3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
- 4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
- 5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.
- 6. The term "Project" as used herein means the project described in Section B of Exhibit E.
- 7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of Exhibit E.
- 8. The term "State" as used herein means the Santa Monica Mountains Conservancy.
- 9. The term "Contractor" as used herein means the party described as the Grantee on page 1 of this Contract.

### B. Project Description

The Grantee shall be responsible for rehabilitation of Las Virgenes Creek, including the removal of exotic and invasive plant species, and the restoration of fish passage into Las Virgenes Creek in accordance with Conservancy Board materials dated December 14, 2015 (attached). Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this

Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.

### For Projects that involve land acquisition:

- 1.1 Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:
  - 1.1.1 An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain one independent appraisal. One independent review appraisal will be require to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.
  - 1.1.2 A written statement of the proposed procedure and timing of the purchase of the land interest.
  - 1.1.3 A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of a hazardous material that may be found during the development of the site.
  - 1.1.4 If not included in the appraisals, an adequate map showing the location of the proposed project including the land/easement proposed for purchase. Adequacy will be determined by the Grant Manager.
- 1.2 Open an escrow account with an institution licensed by the California Department of financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California financial code, commencing with Section 17000.
- 1.3 Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions by June 30, 2018.

- 1.3.1 Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller's restrictions during the term of the escrow, if any.
- 1.3.2 Provide the escrow company with all required deposit amounts and required insurance information.
- 1.3.3 Processing of grant deeds shall occur as part of the escrow instructions, and the grant deed will be recorded when all escrow instructions have been completed and immediately after escrow closes on or before June 30, 2018. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to the Santa Monica Mountains Conservancy and any penalties for arbitrage on interest earned will be paid by the Grantee.
- 1.3.4 Close escrow and finalize the acquisition.

### C. Project Period

The project period shall be from December 14, 2015 to June 30, 2018, unless such time period is extended by the State.

### D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

- 3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. Seq.)
- 4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
- 5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.
- 6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
- 7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
- 8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
- 9. Grantee agrees to comply with applicable prevailing wage requirements.
- 10. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<a href="http://gis.ca.gov/catalog/">http://gis.ca.gov/catalog/</a>) maintained by the CERES Program (www.ceres.ca.gov).
- 11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.

12. Recipients of grant funding shall post signs and/or include appropriate documentation within the deliverables of the Grant acknowledging the source of the funds pursuant to direction and approval by the Conservancy. The Conservancy may withhold the final disbursement pending acknowledgement of the funding source in the manner approved by the Conservancy.

### E. Project Costs

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

- 1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
- 2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.
- 3. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Conservancy; however, the Grantee shall notify the Conservancy in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased without Board Approval.
- 4. Indirect costs are costs that have been (1) incurred for common or joint objectives and (2) cannot be readily identified with a particular project or program. The Conservancy encourages Grantees to keep these costs as low as possible and requests information regarding these costs with the Grantee Data Sheet. These costs are to be stated in the agreement budget as a separate line item.

#### F. Work Products

- 1. Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.
- 2. All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.
- 2. The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.
- 3. The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

### G. Project Administration

- 1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.
- 2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.

3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

### G. Project Termination

- 1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
- 2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
- 3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
- 4. Because the benefit to be derived by the State, from the full compliance by the Grantec with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
- 5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

### H. Financial Records

- 1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
- 2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

### I. Use of Facilities

- 1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.
- 2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital cost of the project.

### J. Nondiscrimination

- 1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
- 2. The Grantee shall not discriminate against any person on the basis of residence.
- 3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

### K. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

### L. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and pursuant to this provision of this Contract, are severable.

December 14, 2015; Agenda Item No. 14

## Resolution No. 15-72

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT OF PROPOSITION 1 FUNDS TO THE CITY OF CALABASAS FOR RESTORATION OF APPROXIMATELY 1.5 MILES OF LAS VIRGENES CREEK, CITY OF CALABASAS

WHEREAS, The Santa Monica Mountains Conservancy is authorized to award grants to cities, counties, recreation and park districts pursuant to Section 33204 of the Public Resources Code; and

WHEREAS, The State of California has authorized an expenditure of funds from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to the Santa Monica Mountains Conservancy for capital outlay and local assistance multi-benefit grants for ecosystem and watershed protection and restoration projects; and

WHEREAS, The City of Calabasas has requested a grant from Proposition 1, Section 79731(h) of the Water Code in the amount of \$980,500; and

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to protect and increase the economic benefits arising from healthy watersheds, fishery resources, and instream flow; and

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to implement watershed adaptation projects in order to reduce the impacts of climate change on California's communities and ecosystems; and

whereas, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to protect and restore aquatic, wetland, and migratory bird ecosystems, including fish and wildlife corridors and the acquisition of water rights for instream flow.

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to Remove barriers to fish passage; and

whereas, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to implement fuel treatment projects to reduce wildfire risks, protect watersheds tributary to water storage facilities, and promote watershed health; and

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to protect and restore rural and urban watershed health to improve watershed storage capacity, forest health, protection of life and property, stormwater resource management, and greenhouse gas reduction; and

# **EXHIBIT E**

Agenda Item 14 December 14, 2015 Page 2

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to protect and restore coastal watersheds, including, but not limited to, bays, marine estuaries, and nearshore ecosystems; and

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to reduce pollution or contamination of rivers, lakes, streams, or coastal waters, prevent and remediate mercury contamination from legacy mines, and protect or restore natural system functions that contribute to water supply, water quality, or flood management; and

WHEREAS, Pursuant to Section 79732(1) the proposed project meets the purpose of Proposition 1 to assist in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage, coastal or inland wetland restoration, or other means, such as natural community conservation plan and habitat conservation plan implementation; and

WHEREAS, the proposed project meets an objective of the California Water Action Plan for more reliable water supplies; and

WHEREAS, the proposed project meets an objective of the California Water Action Plan for restoration of important species and habitat; and

WHEREAS, the proposed project meets an objective of the California Water Action Plan for more resilient and sustainably managed water infrastructure; and

WHEREAS, the proposed project meets the goals of reducing greenhouse gas emissions consistent with AB 32; and

WHEREAS, the proposed project is consistent with the Santa Monica Mountains Comprehensive Plan and the Rim of the Valley Trail Corridor Plan; and

WHEREAS, The proposed project is consistent with the Conservancy's Strategic Objectives to Implement the Santa Monica Mountains Comprehensive Plan, Rim of the Valley Trail Corridor Master Plan, Expand efforts to integrate nature into the urban environment, Link and integrate new natural parks into existing park system, Create comprehensive, regional, and integrated trails plan, Develop long term capital improvement and maintenance plans, and Increase resource stewardship; and

WHEREAS, The proposed action is being taken subject to approval of the grant for compliance with the General Obligation Bond Law; and

# **EXHIBIT E**

Agenda Item 14 December 14, 2015 Page 3

WHEREAS, The proposed project protects land and water resources; and

WHEREAS, The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); Now

Therefore Be It Resolved, That the Santa Monica Mountains Conservancy hereby:

- 1. FINDS the proposed project meets at least one of the purposes of Proposition 1.
- 2. FINDS that the proposed project meets at least one of the three objectives of the California Water Action Plan.
- 3. FINDS that the proposed action is consistent with the Santa Monica Mountains Comprehensive Plan, and the Rim of the Valley Trail Corridor Master Plan as adopted by the Santa Monica Mountains Conservancy.
- 4. FINDS that the proposed action is consistent with the Conservancy's Strategic Objectives.
- 5. FINDS that the proposed project implements the goals stated in Proposition 1.
- 6. FINDS that the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA).
- 7. ADOPTS the staff report and recommendations dated December 14, 2015 for this item.
- 8. ADOPTS all of the preceding whereas clauses.
- 9. AUTHORIZES a grant of Proposition 1 funds to the City of Calabasas in the amount not to exceed \$980,500 for the restoration of 1.5 miles of Las Virgenes Creek in the City of Calabasas.
- 10. FURTHER AUTHORIZES the Chairperson to execute the grant agreement and to perform any and all acts necessary to carry out this resolution; without limiting the generality of the foregoing, such authority shall include those provisions that he or she shall determine in the exclusive exercise of his or her discretion are necessary to carry out the purposes of this resolution and to comply with the policies of the Conservancy, and to otherwise carry out the provisions of state law and regulations.

**EXHIBIT E** 

Agenda Item 14 November 2, 2015 Page 4

~ End of Resolution ~

IHEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, duly noticed and held according to law, on the 14<sup>th</sup> day of December, 2015 at Los Angeles, California.

**Executive Director** 

Dated: 12/14/15

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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572 State of California-The Natural Resources Agency

**EXHIBIT E** 

SANTA MONICA MOUNTAINS CONSERVANCY Romirez Canyon Park 5750 Ramirez Canyon Road Malibu, California, 90265 (310) 589-3200

# Memorandum

to: The Conservancy

The Advisory Committee

Date: December 14, 2015

From:

Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Director

Subject: Agenda Item 14: Consideration of resolution authorizing a grant of Proposition 1 funds to the City of Calabasas for restoration of approximately 1.5 miles of Las Virgenes Creek, City of Calabasas.

Staff Recommendation: That the Conservancy authorize a matching grant of \$980,500 in Proposition 1 funds to the City of Calabasas for restoration of Las Virgenes Creek.

<u>Legislative Authority:</u> Section 33204 of the Public Resources Code and Section 79731(h) of the Water Code.

Background: Please see the attached Proposition 1 grant application from the City of Calabasas, for restoration of a one-and-one-half mile section of Las Virgenes Creek. The project includes concrete debris removal, sediment and erosion control via biotechnical slope and bank stabilization, riparian habitat improvements, fish passage barrier removal, and removal of exotic species. Greatly improved habitat, flood safety, reduced erosion, and water quality from reduced sediment loading are the biggest project benefits fundable by the Conservancy's Prop 1 funds. The project also proposes needed public access improvements, namely, trails and environmental education areas for public recreation and interpretation of watershed resources. The total project cost is nearly \$3 million, and the City has secured or identified approximately \$2 million of that sum via an Urban Streams grant, a Prop 84 IRWMP grant, and \$500,000 from the City's General Fund.

This restoration project is a second phase of work in Las Virgenes Creek, the major regional creek in the Malibu Creek Watershed (becoming Malibu Creek farther downstream). A significant part of the work will be removal of a 400' by 4' section of failed concrete bank armoring which has been undermined and diverts creek flow against the opposite bank, causing severe erosion and undercutting. The concrete debris also presents a barrier to fish movement. The creek historically supported the federally-listed Southern Steelhead Trout, so improving the stream geomorphology and restoring native vegetation in this 1½ mile section could also enhance future reestablishment of steelhead once the Rindge Dam barrier farther downstream in Malibu Canyon is remediated. The City has included a number of support letters in their application, including ones from the National Park Service, Senator Fran Pavley, Las Virgenes Municipal Water District, Las Virgenes School District, and City of Malibu.

**EXHIBIT E** 

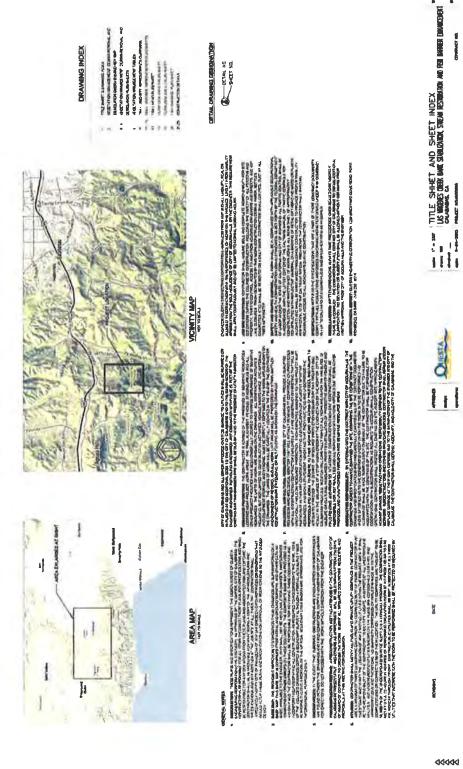
Agenda Item 14 December 14, 2015 Page 2

The City has provided a Greenhouse Gas Emissions and Sequestration Inventory prepared by Rincon Consultants, Inc. for the project, calculating carbon sequestration with restoration tree growth and carbon production associated with the restoration and maintenance over a 40 year period. They conclude that there will be a net decrease of CO2e emissions between 2394 and 2848 metric tons.

Scoring under the Conservancy's adopted Proposition 1 Grant Guidelines for Restoration Projects results in the application receiving 102 points (out of a possible 123), with a score of 15 out of 18 possible from climate change value points, plus 15 out of 15 Additional Criteria points. Total points: 132 (out of possible 155). Staff recommends award of \$980,500 for this project.

# LAS VIRGENES CREEK RESTORATION PROJECT - PHASE II

# CITY OF CALABASAS, CA

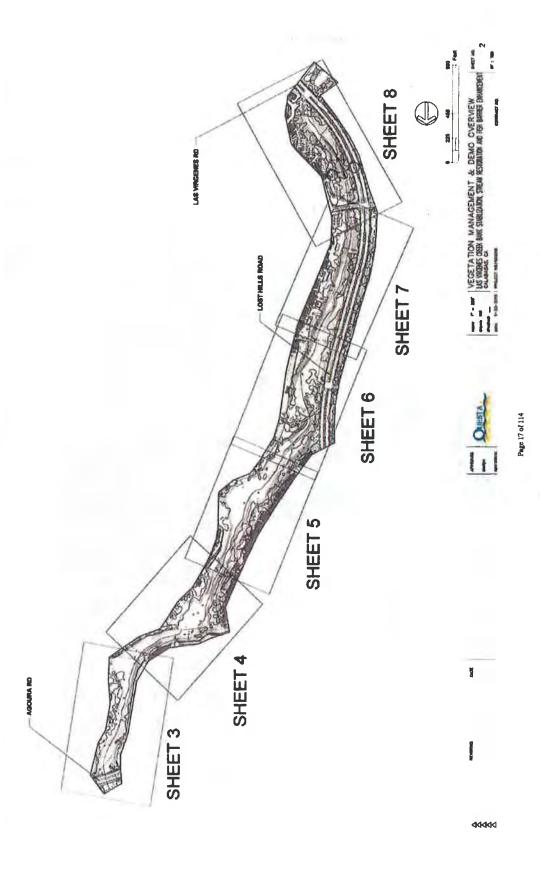


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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

Est Sank						
Common Name	Scientific Name	Total in 2 Year Flood Plain	Total in 2 Year Total in 18 Year Rood Plain Flood Plain	Total In Upland Arts	OBH Range	OBH Range Removal Priority
PeoperTree	Schinus molle			15		
Brazilian Pepper Tree	Schinus tenebinthifolious			40	1-6	High
Nue Gum	Eucalyptus globulus		3	40		High High
Lombadry Poolar	Populus nigra			7	18-30	medium
Chinese Flame Tree	Koeireutria bipinnata			1	12	Medium
Canany Island Palm	Phoenix canariensis	1			32	11.0
Combiline	Cordvine australis		•		7	Medium
Scots Pine	Pimus sylvestris			4		Loser
Mexican Fan Palm	Washingtonia fimbriata	15	2	3	3.3	High
Sub-Totals	18	16	6	धा		
West Bank						
Common Name	Schoolific Name	Total in 2 Year Flood Plain	Total in 2 Year Total in 10 Year Flood Plain Flood Plain	Total in Upland Area	DBHffange	DEH Range Removed Pulority
Canary Island Pine	Pinus canariensis			1	34.	Medium
PeggerTree	Schinus malle		2	002		High
Brazilian Pegoer Tree	Schinus terebinshifolious	1		7	32	E S
Nue Gum	Eucalyptus globalus				12.36	High
Cammon Fig.	Ficus carlca		3		21.8	Herb
Lombadry Pooler	Proputius plans				30.14	Medium
Cansary labored Palm	Phoenix canariensis	1				High
Cordeline	Cordyline australis		1			Medium
Mexican Fan Palm	Washingtonia fimbriata	15	2	1	3.36	High
Sub-Torals	18	D	8	220	-	
Total Trees Removed				333		

# \* Otamater at Breast Height (DBM)

Trees to be Planted						
Common Name	Scientific Name	Stre				
			24" Box	15.gal	Onepot	Live Stakes
Sycamore	Plantanus racembsa	1	150	100		
Cottonwood	Populus fremontii	I			S	
Eive Oak	Duerrus aprifolia	1	<b>105</b>	75	8	
Box Bder	Acer negundo	_			8	
Red Willow	Salin Laevigata	_				707
California Walnut	Audans Californica		_		95	
Sub-Totals			locz	175	900	400
Total Trees To Be Planted			_			6

COMMON NAME	SCIENTIFIC NAME	FUNCTION	LES/ACRE
Yarrow	Achilles millenfolium	PERENNIAL	5
Creeping Wild Rye	Bymus triticoides	PERENNIAL	15
California Brome	Bromus carinatus	COVER/PERENNIAL	15
Narrow Leaf Milcweed	Asciepies fascicularis	COVER/PERENNIAL	10
MULCH	MA	EROSION CONTROLL	2000
FERTILIZER	N/A	PLANT ESTABLISHMENT	300
TACKIFIERS	N/A	EROSION CONTROLL	200

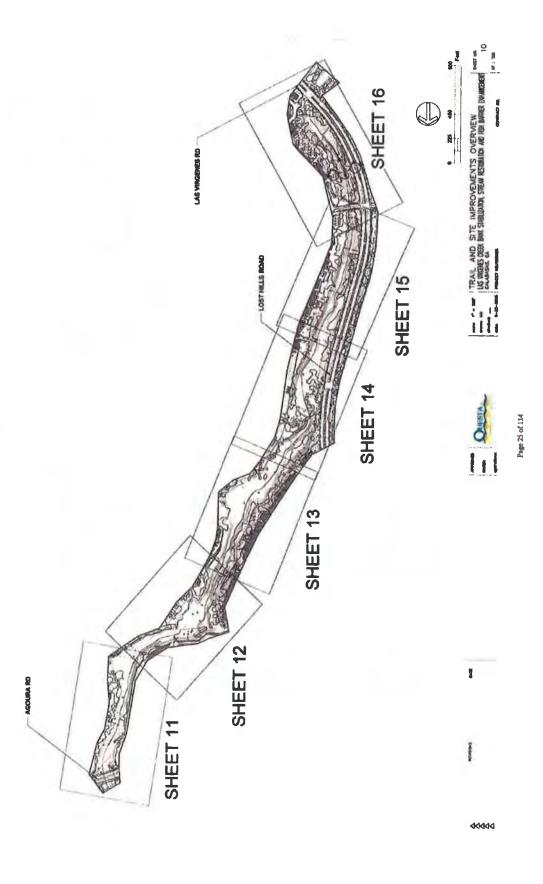
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VEGETATION MANAGEMENT TABLES

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Las Vingenes Creek Restoration Proposition 1 3810-P01-1572

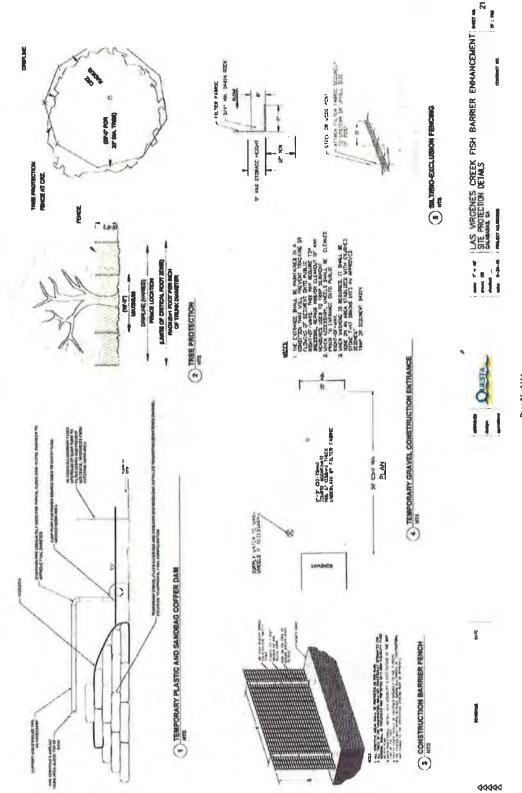
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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572



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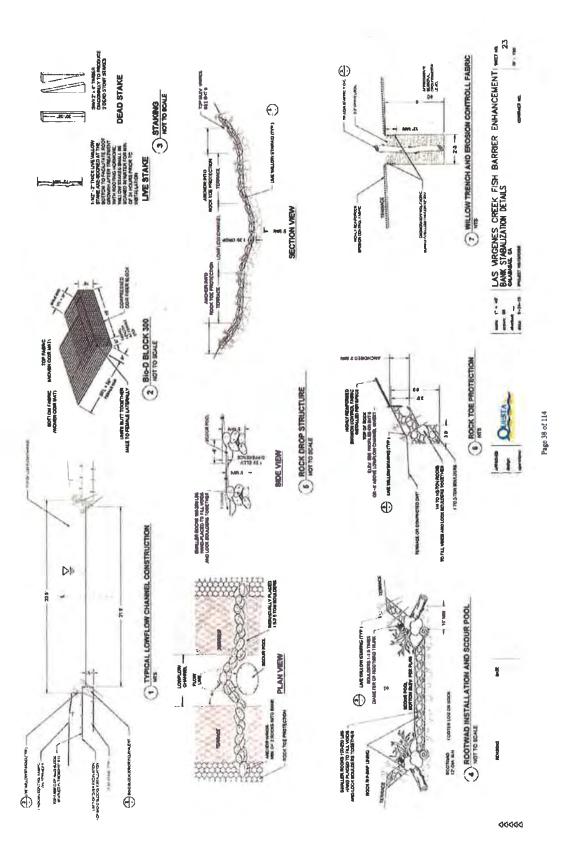
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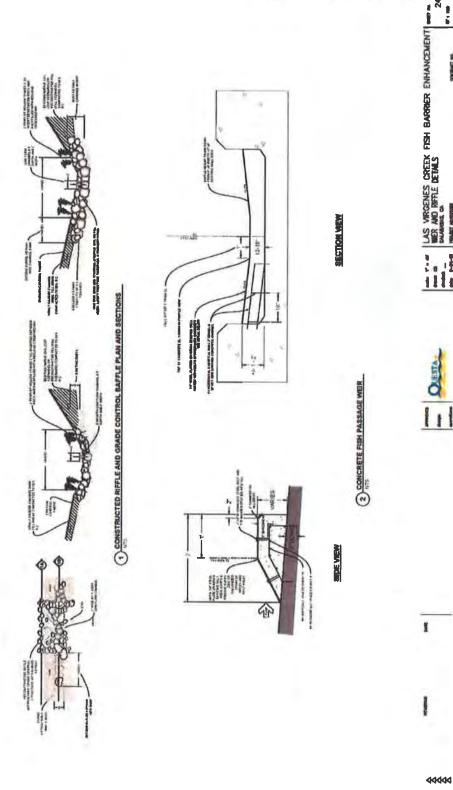
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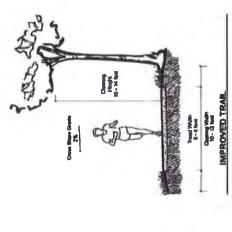
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Preferred Standards

Tread Widh Clearing Width Tread Surface Percent Grade

Ceaning Height

1 IMPROVED TRAIL

NATURAL (OPEN SPACE) TRAIL -Preferred Standardic

Tread Width Cleaning Width Tread Surface Percent Grade

Clearing Height

LAS VIRGENES CREEK FISH BARRIER ENHANCEMENT SETTING TRAIL DETAILS CALMERAL OF THE CONTRACT OF

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# Las Virgenes Creek Restoration Project - Phase II

# Application to the Santa Monica Mountains Conservancy Proposition 1 Grant Program

City of Calabasas
Public Works Department
100 Civic Center Way
Calabasas, CA 91302

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

Las	Virgenes C	reek:	Restoration
Pro	position 1		
381	0-P01-1572		

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project – Phase II

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SMMC Proposition 1 Great Application Las Virgenes Creek Restoration Project – Phase II

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SMMC Proposition 1 Grant Application Las Virganes Creek Restoration Project – Phase II

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SANTA N		NTAINS CONSERV	ANCY		
Project Name: Las Virgenes Cree Project - Phase II Applicant Name: City of Calabas	ek Restoration	Amount of Request: Total Project Cost: Matching Funds: Lat/Long:	\$980,500 \$2,977,235 \$1,996,735 34,143789, -11	R 700540	
Applicant Address:		Project Address: 264			
100 Civic Center Way Calabasas, CA 91302		County	Senate District	Assembly District	
Phone: (818) 224-1600 Email: afarassati@cityofcalabas:	as.com	Los Angeles Tax 95-4315963	27	45	
Grantee's Authorized Represent		1 110.			
Robert Yalda, P.E., T.E., Public W	orks Director/City	Engineer	(818) 224-	1600	
Name and Title Phone Overhead Allocation Notice:					
expenses.  The overhead allocation p  All check boxes must be checked  Project Description:	olicy has been su	bmitted prior to or with t	he grant applica	tión.	
Funds from SMMC's Proposit of Las Virgenes Creek, include the restoration of fish passag Virgenes Creek to its natural the safety and security of the	ling the remova e into Las Virg conditions will	al of exotic and invasenes Creek. Addition greatly improve floo	sive plant <mark>spe</mark> nally, restorati	cies, and ion of Las nt, adding to	
Tasks / Milestones:	Bu	dget:	Com pletic	on Date	
(Please see a	attached Proje	ot Timeline and Cost	Estimate)		
For Acquisition Projects: APN Acre	N(s): N/A rage: N/A				
I certify that the information contained i	in this Grant Applica	ntion form, including require	d attaclunents, is a	cenrute.	
Signature of Authorized Representativ	6		Date		
STATE OF CA	ALIFORNIA + THE	NATURAL RESOURCES A	GENCY		

Las	Virgenes	Creek	Restoration
Pro	position 1		
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SMMC Proposition 1 Grent Application Las Virgenes Creek Restoration Project – Phase II

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SMMC Proposition 1 Grant Application
Las Virgenes Creek Restoration Project – Phase II

# Scope of Work

The proposed project involves two primary components: creek restoration and development of public access facilities. Creek and riparian corridor restoration includes activities such as: debris removal, erosion and sediment control and biotechnical slope and bank stabilization, fish habitat enhancement, fish passage barrier removal, and improving flood carrying capacity through selective willow thinning and removal of aggressive exotic trees and shrubs.

Public access facilities that would be developed as part of the proposed project include public trails and environmental education areas. More detailed information regarding these components is provided below and described in Appendix A (Project Plans).

### **Creek Restoration**

Creek restoration and enhancement would include habitat enhancement, fish passage improvements, stabilization of creek slopes and gullies for erosion control, and revegetation with native riparian species. These activities are described further below. See Figures 4a and 4b for activities involved with creek restoration.

a. Habitat Enhancement and Fish Passage Improvements. Habitat and fisheries enhancement would include removal of broken concrete pieces present on the bottom of the channel immediately downstream of Meadow Creek Lane, biotechnical bank and slope stabilization and riparian restoration in this area, and reduction of fish passage barriers or impediments that occur in this same area by making improvements to the Meadow Creek Lane culvert, including the downstream approach to the culvert. The work would also include thinning and pruning of invasive vegetation and removal of non-native invasive species that obstruct flood flows and have deterred the establishment of a multi-layered understory,

An approximately 400 foot long by 4 foot high concrete wall on the west side of the creek associated with the construction of the Meadow Creek Lane concrete culvert in the early 1960's has been undermined by ongoing creek down-cutting in this area. The concrete wall has now completely failed and fallen into the creek bed. The pieces of broken wall have diverted flow against the opposite bank, resulting in bank erosion, especially on the east side of the channel.

The concrete pieces also create barriers to upstream fish movement. The down-cutting of the stream bed in this area also has created a jump barrier and combined with the high stream velocities through the concrete culvert preclude upstream fish movement during nearly all flow events.

Stream restoration and fish habitat enhancement and barrier removal in the Meadow Creek Lane area would include the following elements:

SMMC Proposition 1 Grant Application
Las Virgenes Creek Restoration Project – Phase II

- Removal of pieces of broken concrete from the channel bottom and grade stabilization using large rock;
- Channel bank slope restoration and stabilization using planted rock rip rap on the lower slopes and earthen fill stabilized with coir end-wrapped geogrids (planted coconut fiber encased earthen fill structures which are stacked on top of each other) and coir blankets on the upper slopes;
- Willow and cottonwood pole planting on the upper slopes;
- Construction of a series of rock step pools to gradually raise the channel bed to the invert elevation of the culvert over a distance of 400 linear feet; and,
- Addition of baffles (structure sills) in the culvert barrel to reduce stream velocities.

Habitat restoration efforts would focus on enhancing and restoring degraded wetland/riparian habitat to facilitate future use by wildlife species (such as the California red-legged frog). Enhanced habitat would support a diversity of native wetland species as well as provide for improved water quality (by reducing erosion and sedimentation along the creek).

Creek rehabilitation also includes general cleanup for habitat improvement as well as management of fire fuel loads, including removal of downed wood, debris and other materials in the creek. Fish passage improvements may involve dewatering of surface waters temporarily during construction.

- **b. Erosion Control.** Project activities which would reduce erosion in the channel, and watershed as a whole, would include:
  - Removal of exotic vegetation;
  - Removal of obstructions to flood flows that are causing local slope erosion and siltation problems;
  - Construction of a stable channel bed and banks;
  - Utilization of bioengineering techniques for bank stabilization;
  - · Enhancement of bed morphologic diversity; and
  - Replanting of riparian revegetation.

Bank and slope stabilization would be completed in areas where there is erosion and/or concentration of drainage from upland areas that may increase siltation or sedimentation in the creek. Channel banks on areas with active gully erosion from upstream drainage and over slope flow would be repaired using soil bioengineering. The main focus area for bank stabilization is downstream of Meadow Creek Lane, where there is approximately 400 feet of unstable bank.

For the three months following planting, watering would occur weekly to help with plant establishment. During winter months, assuming there is adequate rainfall, no watering would

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project – Phase II

occur. For the spring and summer following planting, watering would occur twice a month to continue plant establishment. Watering would occur for up to a year after construction or until plants are well established.

### **Public Access Facilities**

The proposed project would involve multiple public access amenities including a public trail network, an outdoor environmental education area, and learning stations at three locations along the creek.

- a. Public Trails. The proposed project would involve completion of a trail network within the creek corridor to provide opportunities for visitors to travel along the creek, facilitate future connections to the north and south to Juan Bautista de Anza Park and the Santa Monica Mountains National Recreation Area, and to enhance environmental education about the creek ecosystem. Appendix A illustrates the conceptual alignment of the proposed public access facilities. The proposed project includes two trail types including:
  - Improved Trail. Where topography is suitable for an accessible trail (grades of generally less than 5%), a shared use path will be implemented. This pathway would be sufficient width to accommodate pedestrians, mobility-impaired and cyclists on a firm and stable surface. This trail type will include ramps and landings if needed to accommodate universal access. This trail would be approximately 8-feet to 10-feet wide.
  - Natural Open Space Trail. A soft surface narrow trail with vertical clearance for trail
    users will be located in steeper areas where Americans with Disabilities Act (ADA)
    accessibility is not feasible, as well as where proximity to channel banks or existing tree
    canopy necessitates a seasonal, unpaved path. This trail would be approximately twofeet to three-feet wide.

Other elements of the public access system include:

- Boardwalk/Bridge. In two locations, the trail would cross an upland gully or swale, where a bridge structure would be constructed to maintain consistent grade. These structures would be clearspan prefabricated units that can be assembled in place or installed by crane, with minimal surface disruption.
- Causeway. Where the natural open space trail crosses areas of rip rap, the rocks would be re-distributed to create a suitable walking surface.
- Retaining walls. In some areas, short (less than 4 foot high) retaining walls would be
  constructed to enable a relatively flat cross section for the trail alignment. Walls could
  utilize segmental construction ("Keystone") or Sutter Walls (soldier-pile walls) to
  minimize construction footprint within the project area.

SMMC Proposition 1 Great Application
Las Virgenes Creek Restoration Project – Phase II

Stairs and ramps. Stairs and ramps are indicated at the two trail entry sites to facilitate
access to the path. Portions of the trail that are accessible would be designed with ramp
components that meet grade requirements, with resting areas. Stairs would be provided
at trailheads to supplement access options. Trail ramp requirements are listed below.

b. Educational Amenities. Efforts to improve public access would also include installation of an outdoor environmental education area across from De Anza Park that would provide opportunities for environmental education and interpretation. The environmental education area would be located at El Encanto Drive and would include an overlook of the fish passage enhancement and repair area, interpretive exhibits, and a demonstration restoration garden with native riparian plants. The area would include benches, interpretive signs and native plantings to provide information about the Las Virgenes Creek ecosystem, urban interface, water quality, wildlife corridors and restoration activities to improve habitat conditions. A universally-accessible path will be provided to provide ADA access from the street to the overlook area.

Along the entire improved trail, learning stations to explain the ecosystem and enhancement along the creek would be installed. These would include benches, interpretive signs, and areas for native riparian plantings. Trailhead improvements at the A.E. Wright School bridge and at Agoura Road would also include environmental interpretation and access improvements.

: Estimate
Cost
- Phase I
Project
eek Restoration
Creek
Virgenes
Las

Project Elements	lements	Total Project Costs	Т	SMIMC Prop 1	Urban	Urban Streams	Prop 84. Round 3	G	General Fund
PRE-CON	PRE-CONSTRUCTION		1					1	
	Project Design Consultant	5 210,000.00	8	25			100	S	210,000,00
	Project Administration	\$ 200,000,00	8				AND THE STATE OF T	S	200,000.00
	Permitting	30,000,00	8			10.00		5	30,000.00
	CEQA Preparation	\$ 45,000.00	8	100	-	100	To the total	8	45,000.00
Subtotal	Subtotal of Pre-Construction Costs	\$ 485,000.00	8		-		N	8	485,000,00
CONSTRUCTION	CTION			1					
Mobilizat	Mobilization and Staging		0	40		100	10 10 10 10 10 10 10 10 10 10 10 10 10 1	H	1
	Mobilization and Move-in	\$ 45,000,00	8	100	S	20,000,00	\$ 25,000.00	L	in the second
	Staging Areas and Site Protection	\$ 55,000,00	8	110	s	25,000.00	\$ 30,000.00	-	
Trailhead	railhead, Overlook and Education Areas"					1		H	-
	North Traithead	5 140,000.00	8	11	S	63,000,00	\$ 77,000.00		
	Overbook/Education Area	\$ 85,000.00	8		S	38,000.00			
	Southern Overlook Area	5 107,000.00	8		S	48,000,00		1	
Frail Cons	rail Construction"							-	4
	Improved Trail Construction	\$ 220,000.00	8		v	99,000.00	\$ 121,000,00	L	
	Natural Trail Construction	140,000.00	00		S	63,000,00	\$ 77,000.00	-	
ebris Re	Debris Removal, Clearing and Vegetation Management	O AS OF THE REAL PROPERTY.	T					-	
	General Debris Removal	\$ 75,000,00	8	62,000,00	s	8,300.00	\$ 4,700.00		
	Invasive and Exotic Species Removal	\$ 123,000,00	00	81,300.00	\$	21,300.00	\$ 20,400.00	-	
	Improved Trail and Observation/Education Area Clearing	2 100,000,00	\$ 00	72,000.00	s	15,100.00	\$ 12,900.00		
ish Pass	Fish Passage Work								
	Demokhion	\$ 176,000,00	8	103,000.00	s	35,200.00	37,800,00		
	Step Pool Construction	\$ 213,000.00	00	117,300,00	S	45,700.00	\$ 50,000,00	11	
	Baffle Construction	\$ 126,000.00	800	82,500.00	s	22,100.00	\$ 21,400.00		
Erosion Control	ontrol		110		4				
	Recontour/Regrade Erosion	5 86,000.00	5 00	56,400.00	s	19,300.00	\$ 10,300.00	L	
		\$ 78,000.00	200		S	19,100.00	\$ 5,700.00	_	
	tion	\$ 72,000.00	8 00	60,800,00	s	7,500.00	\$ 3,700.00		
	Erosion Control Fabric and Coir Log Installation	\$ 83,000.00	8	65,200.00	s	10,500.00			
Revegetation	bjon							L	
		\$ 168,000.00	00	78,300.00	s	33,500.00	\$ 56,200.00		
	Seeding	5 142,000.00	8	88,500.00	s	26,500.00	5 27,000.00		
emobili	Demobilitation and Move-out	Sec. 10.	7	1 THE 2	ary.				
	Demobilization and Move-out	5 94,000.00	20 S	15,000.00	\$	14,000.00	\$ 65,000.00		
	add days	\$ 2,328,000.00	8	935,500.00	\$ 6	634,100.00	\$ 758,400.00		
	Subtotal All Project Costs	5 2,813,000.00	8	935,500,00	9 5	634,100.00	\$ 758,400,00	S	485,000,00
	Contingency	5 164,235,00	20 5	45,000,00	S	42,635.00	\$ 61,600.00	2	15,000.00
								4	

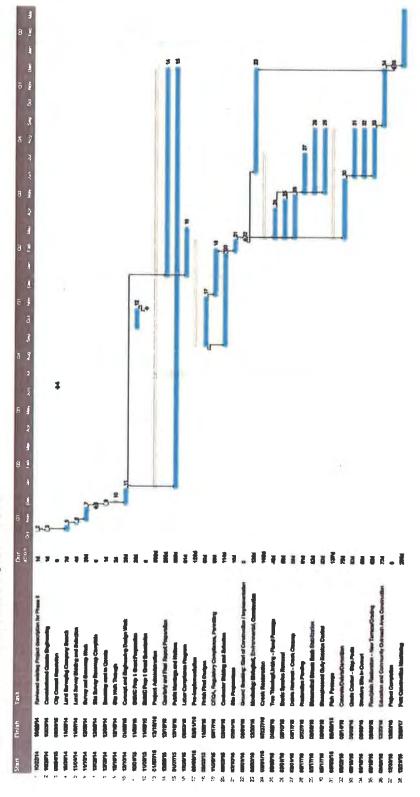
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Las	Virgenes Creek	Restoration
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SMIMC Proposition 1 Grant Application Las Virgenes Craek Restoration Project – Phase II

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# Las Virgenes Creek Restoration Project - Phase II



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# LAS VIRGENES CREEK RESTORATION PROJECT - PHASE II

CITY OF CALABASAS, CA



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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

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Las Virgenes Creek Restoration Proposition 1 3810-P01-L572

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Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

East Bank						
Common Name	Scientific Name	Total in 2 Year Flood Plain	Total in 2 Year Total in 10 Year Flood Plain Flood Plain	Total in Upland Area	CORT Pares	DBH funge Rumoval Priority
Peaper Tree	Schinus motte		1 1	15		
Brazilian Pepper Tree	Schinus terebinthifolious			40	1-6	4
Blue Gum	Eucalyptus globulus		3	2.5		High
Lombadry Poplar	Populas nims		A	7	18.20	Medium
Chinese Flame Tree	Koelreutria bipinnata			1	ä	Medium
Canary Island Palm	Phoenix canariensis	1			ţ	A STATE
Cordyline	Cordyline australis		4		7	Medium
Scots Pine	Pines sylvestris			8		LOW
Mexican Fan Palm	Washingtonia fimbrises	15	2	3	F. 36	High
Sub-Totals		16	6	113		
West Bank						
Common Name	Scientific Name	Total in 2 Year Flood Plain	Total in 2 Year Total in 10 Year Flood Plain Flood Plain	Yotal In Upland Area	DBH Range	OBH Range Removal Priority
Canany Island Pine	Pinus canariensis			1	24"	Medium
Pepper Tree	Schinus molle		2	210		High
Brazilian Pepper Tree	Schinus terebinthifolious	1		H TO SERVICE AND ADDRESS OF THE PARTY OF THE	36	High
Nue Gum	Eucahrotus globatus				12-36	High
Common Fig.	Ficus carica		M		8-15	High
ombadny Poptar	Populus nigna				10-14"	Madium
Canary Island Palm	Phoenix canadiensis	1				High
Cordyline	Condyline australia		1		-P	Medium
Appican Fan Palm	Washingtonia fimbriaea	15	2	1	3.8.	High
Sub-Totals		17	60	0ZZ		
Total Treas Removed				202		

\* Diamater at Breast Height (OBH)

Trees to be Planted				1		
Common Name	Scientific Name	-				
		1	24" Bon	15 ppi	Daspot	Une States
Sycamore	Plantamus racemosa		150	100		
Cottonwood	Populus fremontil				98	
Live Oak	Quertis aerifolia		os	25	98	
Box Elder	Acer negundo				95	
Red Willow	Salix laevigata					ACC.
California Walnut	Audians Californica				8	
Sub-Totals	-		2000	175	200	209
Total Trees To Be Planted						926

COMMON HAME	SCIENTIFIC NAME	FUNCTION	UBS/ACRE
Yamow	Achilles millenfolium	PERENNIAL	25
Creeping Wild Rye	Bymus triticoides	PERENNIAL	31
California Brome	Bromus carinatus	COVER/PERENHIAL	15
Narrow Leaf Milbweed	Auclepies fescicularis	COVER/PERENNIAL	10
WUCH	N/A	ENOSION CONTROLL	2000
FERTILDER	N/A	PLANT ESTABLISHMENT	300
FACKIFIERS	NA	EROSION CONTROLL	200

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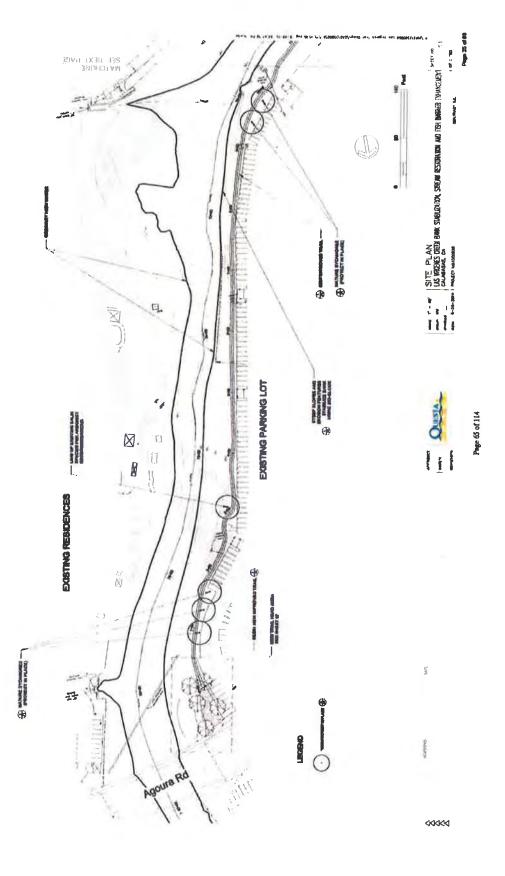
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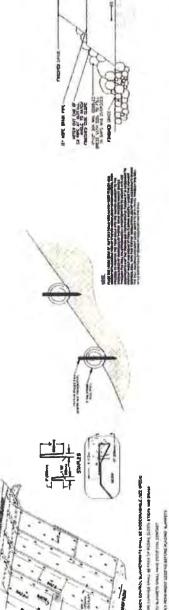
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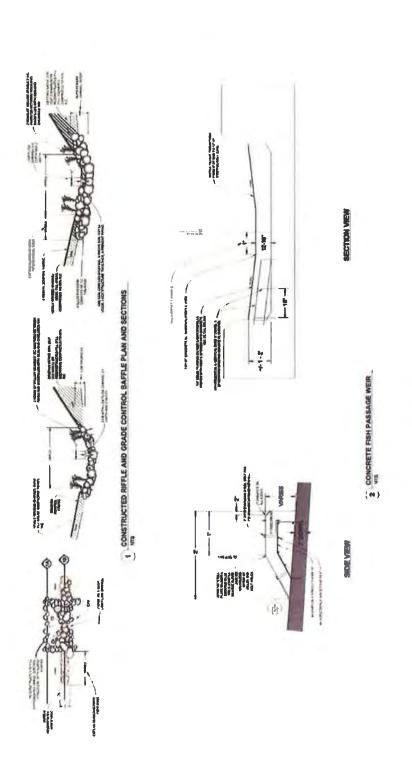
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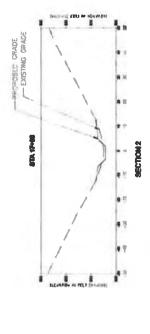
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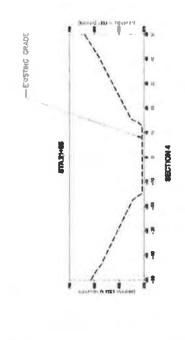
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SMMC Proposition 1 Grant Application
Las Virgenes Creek Restoration Project – Phase II

### **Need and Urgency**

Las Virgenes Creek Restoration Project – Phase II is an important step in the continued efforts by the City of Calabasas to rehabilitate Las Virgenes Creek to its natural conditions. Currently, much of the creek consists of unstable banks and gullies, and obstructive flood flows due to invasive plant species and broken concrete liners. Flood Plain mapping by the Federal Emergency Management Agency (FEMA) indicates that the channel bank slopes and bottom of the Las Virgenes Creek Contain a FEMA recognized 100-year floodplain area. Development in the 1960s led to the construction of a concrete liner along the west side of the creek that has since falled and fallen into the creek bed. Erosion due to these conditions has contributed to increased sediment and nutrient loading in Las Virgenes Creek, Malibu Creek, and ultimately the Santa Monica Bay. These are issues that will eventually need to be addressed, and would serve to benefit the region better if these issues are addressed sooner rather than later.

Assistance from the Santa Monica Mountains Conservancy through the Proposition 1 Grant program is especially necessary, as the project is currently short \$980,500 of the total \$2,977,235 required for project implementation. Funds that have already been secured for the project include \$500,000 from the City of Calabasas General Fund, \$676,735 from the Department of Water Resources' Urban Streams Restoration Program, and \$820,000 from the Integrated Regional Water Management Plan Proposition 84 Grant Program.

# **Project Benefits**

Ecosystem. The proposed project primarily involves creek restoration. Currently, the ecosystem of Las Virgenes Creek has deviated extensively from its natural conditions due to development and the introduction of invasive plant species such as the Brazilian Pepper Tree, and various species of palms. In addition to the problems contributed by exotic plant species, native wildlife has been severely impacted. Currently, there are no known migratory dish within the project area, due to both Rindge Dam, located further downstream of the project area in Malibu Creek State Park, and due to the culvert under Meadow Creek Lane, located within the project area. California State Parks is seeking to remove Rindge Dam, and upon removal, the remaining barrier would be the Meadow Creek Lane culvert. In order to facilitate fish migration, the project will include construction of a series of rock step pools to gradually raise the channel bed to the invert elevation of the culvert, and add a series of baffles in the culvert in order to reduce stream velocities through the culvert. After completion of these steps, and upon removal of Rindge Dam by California State Parks, Las Virgenes Creek will be clear of obstructions throughout its length.

Water Quality and Supply. Presently, water quality within the Malibu Creek Watershed is impacted by conditions present in Las Virgenes Creek. Diverted flows due to broken concrete

SWIMC Proposition 1 Grant Application
Las Virgenes Creek Restoration Project – Phase II

liners and invasive plant species have contributed to significant erosion and nutrient loading within the Malibu Creek Watershed. As such, the project design will include measures to minimize erosion and water quality degradation. An objective of the proposed project is to reduced erosion by stabilizing creek banks using innovative bioengineering techniques such as willow planted rock rip rap on lower slopes and earthen fill stabilized with coir end wrapped geogrids and coir blankets on the upper slopes. The project will not increase demand for water, will not contribute to the depletion of groundwater supplies, nor will it result in a net deficit in aquifer lowering or lowering of the local groundwater table.

Watershed Protection. The project is located within the Malibu Creek Watershed. By providing for the rehabilitation and restoration of riverine and riparian habitat, by instituting erosion control measures and providing bank stabilization, and by removing barriers to fish migration, this project will help to strengthen the health of the whole of the Malibu Creek watershed. Las Virgenes Creek is an important tributary to the watershed. Added flood control mitigation and increased water quality will help bolster the cumulative health of the watershed and receiving waters.

Public Benefits. The project also includes plans for construction of two trails along the length of the creek, and is being planned to strike a careful balance between these public access and ecological protection. Trails will be placed in such a way so as to protect the habitats being restored on the creek bottom. The project is large enough so that this balance can be feasible. This project will provide public access beginning at the northernmost end of the project at Agoura Road and continuing down to the De Anza Park. There will be several points in which the public can access the trail, including one for students at AE Wright Middle School, and at De Anza Park, The project is located in a relatively dense area of development with a mixture of residential and commercial zones. The residential community is composed several thousand apartment units, hundreds of condominiums and several schools. One school abuts the creek. The project will serve both the immediately surrounding community, and those nearby such as in the nearby cities of Agoura Hills, San Fernando Valley and LA County unincorporated area. Construction of the trails will encourage the public to engage in physical activity such as jogging, hiking and bicycling, thereby improving public health. Although the project as a whole will incorporate a trail, funds requested from SMMC's Proposition 1 Grant Program will be used solely towards the rehabilitation of the creek. Funds already secured from other grant programs will be used toward development of the trail.

# Proposition 1 as Stated in Water Code Section 79732(a)

The project achieves several of the objectives outlined in Water Code Section 79732(a).

Objective 4, which seeks to protect and restore aquatic, wetland, and migratory bird ecosystems, including fish and wildlife corridors and the acquisition of water rights for instream

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project - Phase II

flow, will especially be addressed by this project. The project will remove exotic and invasive plant species through 1.5 miles of Las Virgenes Creek, replant banks with native species, and restore fish passage through Meadow Creek Lane Culvert. Seeing as this project is part of The Malibu Creek Watershed, a main tributary to the North Santa Monica Bay, the project will address objective 10, which call for the protection and restoration of coastal watersheds, including bays. Flood Management, as described in objective 11, will also be addressed in this project through the removal of key barriers such as fallen concrete lining and exotic plant species.

#### Objectives of the California Water Action Plan

The project directly complies with two of the objectives of the California Water Action Plans. Action 4, which calls for the protection and restoration of important ecosystems, will especially be addressed in this project. The project will restore the natural riverine and riparian habitat of the creek, and will also address barriers to fish migration. Currently, Las Virgenes Creek consists of a large number of invasive plant species including varieties of pepper trees, fan palms, and eucalyptus, which will be removed. Native species will be reintroduced allowing for increased species diversity, provide creek shading, and reduce flood flow obstructions. Fish migration will also be addressed especially at the southern end of the project, with the addition of a series of rock-drop structures, designed to aid fish passage through this portion of the creek.

Action 8, which calls for increased flood protection, will be addressed in this project. Currently, Las Virgenes Creek and its surrounding communities are at an increased flood risk due to obstructions from broken concrete liners that have fallen into the creek, and overgrowth from non-native plant species. The broken concrete liners also have diverted flows toward creek banks, resulting in significant erosion, contributing to sediment loading in the creek, and ultimately contributing an increased risk in flooding. The entire project's vegetation landscape will be managed so as to prevent obstructions through the area's FEMA designated 100-year floodplain.

#### Reduction of GHG Emissions

A detailed description of how the project helps meet the State's greenhouse gas emissions reductions targets has been included in Appendix A of this application. This document includes a quantification of the metric tons of CO2 or CO2e removed or avoided, and an explanation of the methodology used to quantify this figure.

### Relevant State and Regional Plans and Policies

The project is in compliance with the City's following plans: City of Calabasas 2030 General Plan, Las Virgenes Gateway Master Plan, and the City of Calabasas Creeks Master Plan.

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Las Vingenes Creek Restoration Project – Phase II

City of Calabasas 2030 General Plan. Section IV of the General Plan Includes a Conservation Element which calls for the restoration of riparian corridors to natural or quasi-natural states, where deemed feasible and without creating public safety concerns. The 2030 General Plan was prepared by the City of Calabasas Planning department in 2008.

City of Calabasas Las Virgenes Gateway Master Plan. Goal 2 of Chapter 2 calls for the preservation of the environmental integrity of natural features and the prevention of significant environmental impact. The Las Virgenes Gateway Master Plan was prepared by the City of Calabasas Planning Department in 1998.

City of Calabasas Creeks Master Plan. This comprehensive plan was created with the goals of preserving and managing the three main creeks that flow within the City of Calabasas, including Las Virgenes Creek. The Creeks Master Plan was created by the City of Calabasas Public Works Department in 2006.

Additionally, the project complies with the Draft Malibu Creek Watershed Enhanced Watershed Management Program prepared through a collaborative effort by the City of Calabasas and other stakeholders of the Malibu Creek Watershed, including Los Angeles County Flood Control District. The project is identified as one of the Watershed Control Measures of chapter 5 of the plan.

The project also complies with the Greater Los Angeles County Region Integrated Regional Water Management Plan. Chapter 5 of this plan lists the project as a GLAC IRWMP Approved Project, and in fact, has received an allotment of funding under Proposition 84, round 3, based on this plan.

#### **Matching Funds**

Currently, the City has secured approximately \$1,996,735 for the project. A total of \$500,000 from the City of Calabasas General Fund, \$676,735 from the California Department of Water Resources Urban Streams Restoration Program, and \$820,000 from the Department of Water Resources Proposition 84 Integrated Water Management Implementation Grant Program. The entire project is expected to cost approximately 2,977,235, which leaves a shortfall of \$980,500 for the project.

#### **Disadvantaged Communities**

Although the Immediately surrounding community is not a disadvantaged community as defined by the CalEnviroScreen 2.0 tool, there are disadvantaged communities are located within a 10 mile radius of the project site. Such communities include the communities located at census tract 6037134521 and 6037134001, both of which have a CalEnviroScreen Score of

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project – Phase II

76-80%. Many of the natural and open space features of the City of Calabasas are used by many members of communities located outside of the city boundaries. Implementation of this project would thereby aid not only the communities immediately surrounding the area, but also those nearby.

# State and Local Conservation Corps

The City has submitted the project for review by both State and Local Conservation Corps. Both the Ventura County and Los Angeles County Chapters of the Conservation Corps have offered their services in implementation of the project. Their responses have been included in Appendix B of this application.

#### New and innovative Technologies

With the success of the bioengineering methods pioneered in Phase I of the project, Phase II will also place a heavy emphasis on these innovative techniques. Stream restoration and fish habitat enhancement and barrier removal in the Meadow Creek Lane area will include removal of pieces of broken concrete from the channel bottom and grade stabilization using large rock, channel bank slope restoration and stabilization using willow planted rock rip rap, lower slopes, and earthen fill stabilized with coir end-wrapped geogrids, and coir blankets on the upper slopes. Upper slopes will be pole-planted with native willow and cottonwood. A series of rock step pools will be constructed to gradually ralse the channel bed to the invert elevation of the culvert over a distance of 400 lineal feet, and ass a series of baffles in the culvert barrel to reduce stream velocities.

#### Monitoring and Reporting

As revegetation of the creek occurs, a qualified biologist will coordinate site management as necessary to ensure that construction is being done in accordance with the specifications in the plan, working drawings, permit conditions issued by various agencies. Since bank stabilization is a major component of successful plant community restoration, a key focus will be checking for signs of incipient instability; another focus will be the repair of stabilization structures. The qualified engineer will determine if field adjustments to the plans are necessary. If field adjustments are made, they will be documented in as-built plans or by other appropriate means.

Monitoring during the 5-year plant establishment period will be based on a combination of annual individual plant survival count at specific planting transects (for years 1 and 2) and percent canopy cover (after the first 2 years). Monitoring will be conducted by a qualified restoration specialist and will occur each fall (from approximately September 1-November 1) and before the plants incur leaf loss. Observations will be made to identify significant factors

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project — Phase #

affecting plant survival. Panoramic photographs will be taken to document the overall success of the project.

Annual reports, if required, will be submitted to the appropriate agencies, beginning the first year after construction for each permitted project. In addition to evaluating the factors discussed below, these reports will include photographs taken from permanent photo points that provide north, south, east, and west area views of each site, as well as photos of vegetation sampling plots and a bed profile comparison.

Monitoring for compliance with performance criteria will commence following completion of planting and initial assessment of the project. The first annual report will be submitted within one year of completion of planting at the mitigation sites. An as-built report will be filed within eight weeks of project completion.

SMMC Proposition 1 Grant Application Las Virgenes Creek Restoration Project – Phase II

Appendix A

**Greenhouse Gas Reductions** 

Las Virgenes Creek	Restoration
Proposition 1	
3810-P01-1572	

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Las Virgenes Creek Restoration Project – Phase II

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November 4, 2015 Job No. 15-01621

Alex Farassati City of Calabasas 100 Civic Center Way Calabasas, CA 91302

#### Rincon Consultants, Inc.

180 North Ashwood Avenue Ventura, California 93003

#05 644 4455 FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

Subject:

Greenhouse Gas Emissions and Sequestration Inventory - Las Virgenes Creek Restoration Project

Dear Mr. Farassati:

Rincon Consultants, Inc. is pleased to submit the Greenhouse Gas (GHG) Emissions and Sequestration Summary Report for the Las Virgenes Creek restoration project. This report serves as a quantification of GHG emission reduction associated with the Las Virgenes Creek restoration project, including calculations and emission factors used to calculate the carbon sequestration associated with the restoration tree growth and carbon production associated with the restoration and maintenance activities over a 40 year time frame. Based on our analysis of the project's carbon flow, the Las Virgenes Creek Restoration Project would result in a total reduction of carbon dioxide equivalent (CO<sub>2</sub>e) emissions. Using conservative industry accepted GHG emission and sequestration methodologies, the results of the restoration and maintenance activities over a 40 year timeframe would be a net decrease of between 2,394 and 2,848 metric tons of CO<sub>2</sub>e.

If you have any questions regarding this summary report, please feel free to contact us.

Sincerely,

RINCON CONSULTANTS, INC.

Ryan Gardner, MESM, LEED AP Sustainability Associate

Erik Feldman, MS, LEED AP Senior Program Manager

Environmental Scientists

Planners



Greenhouse Gas Emissions and Sequestration Inventory
Les Virgenes Creek Restoration Project
Page 2

# **Emissions and Sequestration Analysis**

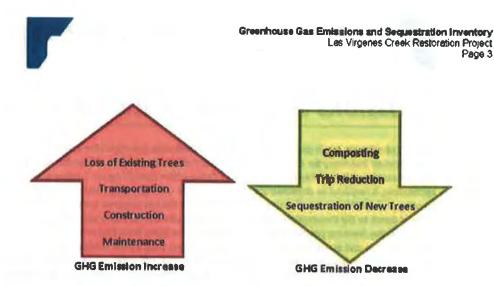
Rincon Consultants, Inc. is pleased to submit the Greenhouse Gas (GHG) Emissions and Sequestration Inventory for the Las Virgenes Creek restoration project. We understand that the City of Calabasas intends to apply for Proposition 1 Competitive Gran Program funding and as part of the application, is required to demonstrate the quantifiable GHG emission reductions expected from the planting and establishment of native vegetation during the Las Virgenes Creek restoration process. In accordance to the Proposition 1 Grant reporting requirements, this report includes an analysis of the vegetative biomass proposed to be removed and the fossil fuels that will be emitted as part of the restoration and maintenance activities over a 40 year time frame. Additionally, this inventory includes an estimation of the net carbon sequestration that will occur as the biomass involved in the restoration process grows and absorbs CO<sub>2</sub>. The quantification of greenhouse gas reductions was completed utilizing calculation methodologies outlined in the California Air Resources Board's Compliance Offset Protocol for Urban Forest Projects.

## Las Virgenes Creek Restoration Summary

The Las Virgenes Creek restoration project is located within the City of Calabasas in Los Angeles County, between Highway 101 and the Agoura Road Bridge. Las Virgenes Creek lies within the Malibu Creek Watershed, which provides habitat for numerous species, including, steelhead trout, the southwestern pond turtle, Arroyo toad, Pacific tree frog, American goldfinches, song sparrows, coyotes, and mountain lions (City of Calabasas, 2015). In 1977, an approximately 400-linear foot segment of creek was lined with concrete to control seasonal flooding. Lining the Creek disturbed the wildlife corridor and removed all riparian habitat from this segment. The City Council approved a conceptual design of the Las Virgenes Creek Restoration project in 2003, and then in in 2007 the project began to restore this segment to a natural, thriving creek habitat. The goals of the Las Virgenes Creek restoration project specifically include creating a stable channel that: increases the wildlife corridor, creates and extends the riparian zone, protects existing infrastructure, maintains the current level of flood control, and creates a community amenity. According to Questa Engineering, approximately 333 invasive and non-native trees will be removed and replaced by 975 native tree species. The restoration will require the use of vehicles to for the transport trees and the removal and disposal of waste, construction equipment to clear and grade the channel, as well as long term maintenance and watering of the restored area. Each of these actions will generate an associated increase or decrease of GHG emissions. This report will tabulate those emissions and determine the overall GHG benefit of the project. The following actions will be investigated:

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# **Summary of Methodologies**

The quantification of greenhouse gas reductions associated with the Las Virgenes Creek restoration project was completed utilizing calculation methodologies outlined in CARB's Compliance Offset Protocol for Urban Forest Projects. The offset protocol has been developed to quantify sequestration of carbon for carbon offset purposes and includes long term monitoring and annual reporting requirements. The general methodology followed is represented by the following equation.

Project GHG Reductions

- Project Tree CO2e Sequestration Vehicle CO2e emissions
- Equipment CO2e Emissions

The vehicle and restoration equipment emissions were quantified using the California Emissions Estimator Model (California) software developed for the South Coast Air Quality Management District (SCAQMD) by estimating the types and number of pieces of equipment that would be used on-site during the phases of the restoration project. Net sequestration data was determined using the complete survey approach outlined by the CARB Urban Forestry Methodology developed for their Can-n-trade Compliance Offset Protocol along with the ecoSmart Landscape tool, which is approved by CARB for compliance offset protocol calculations. Added to this methodology was emissions from water use which was calculated in California. Added to this methodology was emissions from water use which was calculated in California at the benefit of composting which was calculated using the California methodology and emission factor. Additionally, Rincon conducted a sensitivity analysis to determine approximate benefits due to vehicle trip diversion. These additional steps are not required by the compliance offset protocol, however, provide a more complete picture of the net emissions which can be expected from the project over the next 40 years. The following section provides a more detailed description of the methodology followed in this analysis.

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Greenhouse Gas Emissions and Sequestration Inventory
Les Virgenes Creek Restoration Project
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Vehicle and Equipment CO2e Emissions

CO3e
Emissions
from Fuel
Combustion

To model the expected GHG emissions associated with the project's removal of existing trees, operation of equipment, and transportation of contractors to and from the site, Rincon utilized the California Emissions Estimator Model CalEEMod. The model was developed to estimate the emissions occurring from the construction and operation of development projects within California and includes emission factors for fuel consumption, water use, energy use, and waste generation. CalEEMod estimates both stationary and mobile emissions associated with the restoration project's construction process and provides the total Carbon Dloxide Equivalent ( $CO_2e$ ) emissions which include emissions of carbon dioxide ( $CO_2e$ ), methane ( $CH_4$ ), and nitrous oxide ( $N_2O$ ). A complete equipment list was provided to Rincon for inclusion in the analysis by Questa Engineering. Expected equipment includes skid steers, excavators, cement and mortar mixers, and graders. A full output from CalEEMod can be found in Appendix B.

In addition to the CalEEMod analysis, Rincon will also analyze consumption based emissions that include the fuel used during the transport of plants from the nursery to the restoration site, as well as the waste trees removal and transport to a composting facility. The nursery that will provide the new trees has not yet been selected; therefore, Rincon will calculate the emissions that would be expected from both the nearest and farthest nursery as provided by Questa Engineering. The nearest native plant nursery was found to be located seven miles away, while the furthest option was 96 miles. These values will be included as a range of emissions possibilities based on the final emission value. U.S. Energy information Administration data for diesel fuel emissions used to calculate CO<sub>2</sub>e emissions from transportation. For the analysis, the following variables were utilized.

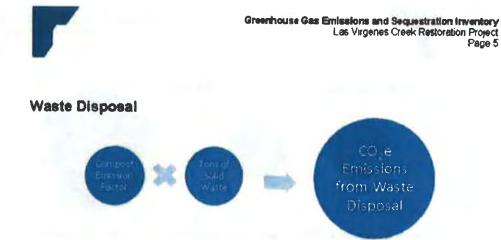
#### GHG Emissions by Source

Location Name	Distance to Site	Medium Truck MPG <sup>1</sup>	Trips Required (One Way)	Total Miles Traveled	Gallons Used
Mountain Restoration Trust	7	8	18	126	16
Tree of Life	96	8	18	1,728	216

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Medium Truck MPG was derived from the Environmental Defense Funds, Greenhouse Gas Management for Medium-Duty Truck Fleets, 2014



Waste generated during the Las Virgenes Creek restoration project would be anticipated to primarily be green waste. According to the description provided by Questa Engineering, the project will involve removal of 333 invasive and non-native tree species that would be chipped and composted onsite. To determine the GHG emissions associated with waste disposal, the weight of above ground biomass to be removed was estimated using the ecoSmart Landscapes tool. The tool estimates above ground biomass based on the diameter breast height (DBH) of the tree and species specific data on biomass of species with that specific DBH. Rincon then utilized the California Environmental Protection Agency's methodology for estimating GHG emissions reductions for compost from commercial organic waste. The reduction factor of 0.42 metric tons (MT)  $\rm CO_2e$  per ton of feedstock takes into account the increased emissions generated through transportation, process, and fugitive emissions as well as emission reductions due to increased soil carbon storage, decreased water use, decreased soil erosion, and decreased fertilizer use associated with the use of compost.

# **Project Tree CO2e Sequestration**



As plants grow, they absorb CO<sub>2</sub> through their leaves. The CO<sub>2</sub> molecules are then broken down and used by the plant for energy and growth. This process releases O<sub>2</sub> back into the atmosphere. Additionally, some carbon is eventually released back into the atmosphere and the remainder is stored in the biomass of the plant itself. The portion of carbon remaining in the plant biomass is considered sequestered. The rate of sequestration differs depending on age, species, and health of the plants in question. The CARB Compliance Offset Protocol requires that the net gain in carbon sequestration be included in the calculation of total CO<sub>2</sub>e reduction. Therefore, Rincon calculated

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Greenhouse Gas Emissions and Sequestration Inventory
Les Virgenes Creek Restoration Project
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both the loss of sequestration due to the removal of existing trees as well as the increase in CO<sub>2</sub>e resulting from the proposed restoration activities. The ecoSmart Landscape Tool was used for this calculation.

#### ecoSmart Landscape Tool

In order to calculate the net carbon sequestration for the project, Rincon utilized the ecoSmart Landscape tool jointly developed by UC Davis, the US Forest Service, and Cal Fire. This model uses tree species, size, and location information with species specific allometric equations to calculate biomass and carbon storage. Tree growth curves are used to forecast future carbon storage rates. The Carbon model is the only model approved by the Climate Action Reserve and California Air Resources Board for quantifying and reporting reductions with their Urban Forest Project Protocol. The tool requires the location, species, and DBH of all trees as inputs and provides the expected growth rate and thus carbon sequestration. Rincon used the plant species list provided in the Site Plan (Appendix A) to determine the lost carbon sequestration potential of the removed tree species, as well as the gained carbon sequestration potential of the restoration trees. When complete, the project will include removal of approximately 333 invasive and non-native tree species and replacing them with 975 native tree species. Rincon used the provided DBH measurements and tree species as inputs to the tool.

#### Substitution of Species

For some species of tree (Scots Pine, Canary Island Pine, California Walnut, Red Willow, and Cottonwood) an exact species was not available in the tool. In these cases, Rincon used a substitute tree from within the same genus and with similar growth attributes. The tree species Cordyline is not included in the tool. Cordyline refers to a group of approximately 15 species of small woody shrubs. Rincon has considered the carbon reduction available from these plants to be de minimis and therefore, Cordyline was excluded from this analysis.

#### Time Frame

For both the removed trees and the restoration trees, the ecoSmart tool was able to provide the carbon sequestration over a 40 year time frame. Although the planted trees will continue to provide sequestration benefits beyond 40 years, the time frame was based on the grant application guidelines. The tool includes expected mortality of existing trees based on reported DBH (size correlates to age) and the specific biology of the tree species.

Based on the data provided in the tool, several of the tree species currently at the site have total lifespans of less than 40 years. Additionally, as a Rincon also applied a conservative 25% mortality rate to the restoration trees. Mortality rate was provided by Questa Engineering. Conservatively, this rate was applied to trees in the first year, meaning they sequestered 0 carbon. However, in the real world we would expect this to occur over the 40 year time frame after at least a portion of the trees had time to sequester carbon. Therefore, this is considered a conservative estimate.

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Greenhouse Gas Emissions and Sequestration Inventory
Las Virgenes Creek Restoration Project
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# **GHG Emission Summary**

Based on the GHG emission analysis completed for the Las Virgenes Creek restoration, over a 40 year time frame the project would result in a net carbon reduction of between 2,394 and 2,848 MT of CO<sub>2</sub>e. The range of emissions reductions is based on the emissions associated with the nurseries chosen to deliver the restoration trees and the actual diversion of trips provided by improving the active transportation network. A reduction of 2,394 MT of CO<sub>2</sub>e is considered a conservative estimate of net GHG reduction provided by the project over a 40 year time frame. The following analysis includes the emission forcing provided by each project characteristic as well as an explanation of the emissions range provided.

# **GHG Emissions by Source**

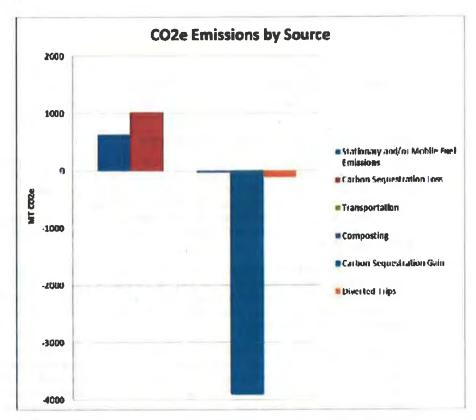
The following summary provides a review of the data analysis and a ranking of positive and negative emissions by source. The data review is broken down by emission source or sink. Sources of GHG emissions include, stationary fuel consumption, travel related emissions, construction, waste disposal and maintenance. GHG sinks include carbon sequestration, composting, and diverted trips. The loss of carbon sequestration by existing trees over the next 40 years and the emissions from construction and operations were the largest sources of positive emissions. However, the increase in carbon sequestration by the restoration trees far outweighed these emissions. The net benefit of the project was increased through other project characteristics such as composting green waste and increasing the number of expected active transport trips. The following subsection outlines the data reviewed, the emission factors, and the total emissions associated with each source.

#### COze Emissions by Source

Emission Source	Emissions in Metric Tons
Stationary and/or Mobile Fuel Emissions	631
Carbon Sequestration Loss	1,029
Transportation	0.16 - 2.21
Composting Carbon Sequestration Gain	-32 -3,912
Diverted Trips	-113565



Greenhouse Gas Emissions and Sequestration Inventory
Les Virgenes Creek Restoration Project
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#### **Table of Emission Factors**

Rincon utilized various emission factors in order to estimate the GHG benefits of the proposed project. The following table lists the emission factors or models used in the analysis.

Table of Emission Factors

Emission Source	EF	Source
Gasoline CO <sub>2</sub>	19.54 lbs/gallon	EIA
Gasoline CH <sub>1</sub>	0.0173 g/mile	ELA
Gasoline N <sub>2</sub> O	0.0036 g/mile	EVA
Diesel CO <sub>2</sub>	10.2 kg/gallon	ELA
Diesel CH	0.048 g/mile	EIA



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Las Virgenes Creek Restoration Project
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Diesel N <sub>2</sub> O	0.0051 g/mile	EIA
Construction Emissions	Various	CalEEMod
Species Specific Sequestration Rates	Various	ecoSmart Landscape Model
Composting Emission Reduction	0.42 MT/ton	CalEPA
Medium Duty Truck Efficiency	8 mpg	Environmental Defense Fund

# Vehicle and Equipment CO2e Emissions

Potential GHG emissions from the proposed project include construction-related emissions, direct emissions from operations, and indirect emissions from operation. Operational activities were considered to include vehicle trips to and from the site to maintain the newly planted trees, as well as watering during the first year of establishment. These types of emissions were calculated in the CallEEMod model and utilize standard emission rates from CARB, USEPA, and district supplied emission factor values (CallEEMod User Guide, 2013). Complete CallEEMod results and assumptions can be viewed in Appendix B.

Construction of the proposed project would generate GHG emissions primarily through the operation of construction equipment and truck trips. For this analysis, construction-related GHG emissions were estimated using CalEEMod based on the schedule and equipment usage described in Table 2. Based on CalEEMod results, construction activity for the proposed project would generate an estimated 170 metric tons of CO<sub>2</sub>).

As detailed in the table below, GHG emissions associated with operational activities were also calculated. Emissions associated with water use and maintenance/upkeep of the project were also included. The project does not include any structures or permanent equipment that would result in the release of GHG emissions (electricity, natural gas, ect). Therefore, no emissions resulting from energy use during operation would occur. For the same reason, no water or wastewater would be utilized/generated at the site on an ongoing basis (though water would be needed infrequently and temporarily for initial irrigation for plant establishment). Solid waste generation associated with the proposed project would mostly occur during the initial restoration activities. It is City policy that construction waste be recycled wherever possible, and the project would be subject to the requirements of the City's Construction and Demolition Debris Re-Use and Recycling Program to reduce the amount of waste entering landfills. Recreational users of the trails may generate small amounts of solid waste; however, any increase in solid waste as a result of the proposed project minor and for the purposes of this study have been considered de minimis. Emissions associated with area sources, including landscape maintenance and architectural coating (weatherproofing), would also be negligible due to the lack of buildings associated with the project. However, for the purposes of the project emission modeling, it has been conservatively assumed there would be some operational vehicle trips to the project site, as part of the proposed project is to provide trails to increase connectivity with other trails and between neighborhoods on the northern and southern ends of the project site. Therefore, the proposed project would likely result in trip reduction and an associated reduction in mobile GHG emissions.

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Greenhouse Gas Emissions and Sequestration Inventory
Les Virgenes Creek Restoration Project
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#### Emissions from Construction and Operation over 40 years

Source	Annual Emissions (CO2e)	
Construction (overall)	170 metric tor	
Area (yearly)	<1 metric tons	
Energy (yearly)	0 metric tons	
Mobile (yearly)	11 metric tons	
Waste (yearly)	<1 metric tons	
Water (I <sup>rt</sup> year)	21 metric tons	
Total	631 metric tons CO <sub>2</sub> e	

## Composting

As part of the project, 333 trees and plants will be removed from the site and composted. Based on guidance from the ARB's urban forests offsets protocol, Rincon used the ecoSmart Landscape tool to estimate the amount of above ground biomass associated with these trees. The above ground biomass is estimated in the tool using the DBH of the tree along with the plant species. Biological data on each tree species is contained in the tool, and is used to estimate the trees overall biomass given a particular DBH in a given climate zone. Utilizing the tool derived biomass and the CalEPA emission factor of 0.42 MT CO<sub>2</sub>e reduction per ton of biomass composted, Rincon calculated the total carbon reduction associated with the composting of the removed biomass (CalEPA 2011).

#### **Emissions Reduction from Composting**

Tons Blomass	Reduction Factor (MT CO <sub>2</sub> e/Ton Blomass)	MT CO <sub>z</sub> e Emissions
75	-0.42	-32

#### **Transportation**

Emissions associated with the transportation of plants and materials to the site based on a high and low distance scenarios. Transportation of plants from the nursery to the project site was estimated for two possible nurseries as provided by the applicant. One nursery is located approximately seven miles away while the other is located 96 miles away. Rincon has assumed the transportation would be conducted by a 20 foot flatbed medium duty truck and that 9 round trips would be required (18 trips each way). Using these assumptions, a minimum of 126 miles and a maximum of 1,728 miles will be traveled. Rincon utilized an average of eight miles per gallon for medium duty truck efficiency (EDF 2014). Emission factors for diesel fuel were based on Energy Information Administration data

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Greenhouse Gas Emissions and Sequestration Inventory

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(EIA 2013). The analysis details a range of emissions from 0.16 Metric tons to 2.21 Metric Tons depending on the nursery or nurseries selected. CO<sub>2</sub> Emissions from transportation are shown in the table below:

#### CO<sub>2</sub> Emissions from Transportation

Location	Miles Traveled	Gallons Consumed (8 Mpg)	MT CO <sub>2</sub> Emissions (10.2 kg/gallon)
Mountain Restoration Trust	126	16	0.16
Tree of Life	1,728	216	2.2

CH<sub>4</sub> and N<sub>2</sub>O emissions generated from transportation are summarized in the table below:

# $CH_4$ and $N_2O$ Emissions from Transportation

Location	Miles Traveled	MT CH <sub>4</sub> (0.048 g/mile)	N <sub>2</sub> O (0.0051 g/mile)	CO <sub>2</sub> e
Mountain Restoration Trust	126	0.003	0.0003	0.0003
Tree of Life	1,728	0.0415	0.004	0.0045

The total combined CO2e emissions from transportation are summarized in the table below:

Total CO2e Emissions from Transportation

Location	MT COze
Mountain Restoration Trust	0.16
Tree of Life	2.21

# **Carbon Sequestration Loss**

As part of the project approximately 333 trees would be removed. These trees are either invasive or non-native species and therefore, will be replaced by native species as part of the restoration project. The carbon that these trees would have sequestered was estimated by the ecoSmart Landscape calculator based on their current size, expected size at each age, and expected life span. Overall, the 333 trees would be expected to remove a total of 1,029 MT of CO<sub>2</sub>e from the atmosphere over the next 40 years.

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Greenhouse Gas Emissions and Sequestration Inventory
Las Virgenes Creek Restoration Project
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#### Sequestration Lost from Removal of Non-Native Species

Species Name	Number of Trees Removed	CO <sub>2</sub> Sequestered Per Tree <sup>2</sup>	Total CO <sub>2</sub> Sequestered
Phoenix Canariensis	2	387	773
Schinus Molle	227	4,774	1,083,757
Schinus Terebinthifo	41	4,774	195,745
Eucalyptus Globulus	54	15,450	834,290
Populus Nigra	8	2,115	16,921
Koelreuteria Bipinnata	1	858	8581
Pinus Halepensis <sup>e</sup>	A Commence	24,520	98,082
Washingtonia Robusta	38	439	16,695
Ficus Carles	3	6,961	20,882
Total (MT)			1,029 MT CO <sub>2</sub> e

# **Carbon Sequestration Gain**

As part of the project, approximately 975 native trees would be planted. The carbon that these trees will sequester over the next 40 years has been calculated using the ecoSmart Landscape calculator and a 25% mortality rate was applied to the plantings. Overall, the 975 trees would be expected to fix a total of 3,912 MT of  $CO_2e$  over the next 40 years. Based on the fact that we would expect many of the trees planted as part of the project would live longer than 40 and continue to sequester carbon the emission, the total carbon sequestration gain calculated as part of this project present a conservative estimate of the total carbon sequestration presented from the life of the project.

#### Sequestration Lost from Removal of Non-Native Species

Species Name	Number of Trees Removed	Lbs. CO <sub>2</sub> Sequestered Per Tree	Total Lbs. CO <sub>2</sub> Sequestered
Sycamore	2	6,877	1,289,400
Cottonwood	227	6,199	274,3062
Live Oak	41	34,310	4,503,2152
Box Elder	54	7,246	271,732
Red Willow	8	6,642	1,992,528
California Walnut Total	1	7,793	292,239 -3,912 MT CO <sub>2</sub>

 $<sup>^2</sup>$  ecoSmart Landscape Calculator – Species specific estimate of carbon sequestration over remaining lifetime. Tree age determined by diameter breast height and allometric calculations.

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### **Diverted Trips**

One of the benefits of the proposed project is the development of trails to increase connectivity with other trails and between neighborhoods on the northern and southern ends of the project site. Therefore, the proposed project would likely result in trip reduction and an associated reduction in mobile GHG emissions. Because it is difficult to determine the exact number of trips which will be taken by walking or biking on the trail instead of by car, Rincon conducted a sensitivity analysis under a high and low utilization scenario. Under the low scenario Rincon Investigated the effect of 10 trips diverted per day while under the high scenario 50 trips were used. A trip was estimated to be 2 miles on average (round trip) and was assumed to displace a car trip with an efficiency of 23 miles per gallon. Gasoline emission factors from the Energy Information Administration were used in the analysis (EIA 2013). Under the low utilization scenario approximately 113 MT of CO<sub>2</sub>e would be reduced. Under the high utilization scenario the CO<sub>2</sub>e reduction was estimated to be 565 MT.

#### OO2e Reduced Through Active Transport

Trail Utilization Rate	Trips Diverted Daily	Miles Diverted 40 years	MT CO <sub>2</sub> e
High	10	292,000	-113
Low	50	1,460,000	-565



Greenhouse Gas Emissions and Sequestration Inventory
Las Virgenes Creek Restoration Project
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# References

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Compliance Offset Protocol Urban Forests Projects, Air Resources Board, October 20, 2011

ecoSmart Landscape Tool. UCDavis, US Forest Service, Cal Fire, 2012. http://www.ecosmartlandscapes.org/

Method for Estimating Greenhouse Gas Emissions Reductions From Compost From Commercial Organic Waste. CalEPA, 2011.

http://www.arb.ca.gov/cc/protocols/localgov/pubs/compost\_method.pdf

Greenhouse Gas Management for Medium-Duty Truck Fleets, Environmental Defense Fund, 2014. http://business.edf.org/files/2014/04/ghg-management-medium-duty.pdf

Carbon Dioxide Emissions Coefficients, Energy Information Administration, 2013 http://www.eia.gov/environment/emissions/co2\_vol\_mass.cfm

Vegetation Management Tables, Las Virgenes Creek Restoration Project Site Plan, Questa Engineering, Sept 24, 2015.

Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

# **EXHIBIT E**

SMIMIC Proposition 1 Grant Application Las Virgenes Creek Restoration Project – Phase II

Appendix B

California Conservation Corps

SMMC Proposition 1 Grant Application
Las Virgenes Creek Restoration Project – Phase II

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#### Calvin De La Cruz

From:

Prop 1@CCC <Prop1@CCC.CA.GOV>

Sent:

Thursday, September 10, 2015 10:48 AM

To:

Calvin De La Cruz; Prop 1@CCC; inquiry@prop1community.corps.org

Cc:

Alex Farassatl; Hsieh, Wei@CCC; Mercado, Juan@CCC; Rochte, Christie@CCC

Subject:

RE: Prop 1 Grant Review Materials

Hi Calvin,

Juan Mercado, the Conservation Supervisor at our CCC Camarillo location has responded to the partnership for your project: Las Virgenes Creek Restoration Project – Phase II. CCC can participate in debris removal and creek clean-up, erosion control and biotechnical slope and bank stabilization, removal of non-native invasive species, trail building, fish passage enhancements, and planting with native riparian species.

Please include this email and the Consultation Review Document below with your application as proof that you reached out to the CCC. Please contact Juan Mercado <u>Juan Mercado@ccc.ca.gov</u> to assist with the proposed budget.

Thank you,



Wei Hsieh, Manager Programs & Operations Division California Conservation Corps 1719 24<sup>th</sup> Street Sacramento, CA 95816 (916) 341-3154 Wei Hsieh@ccc.ca.gov

> California Conservation Corps Proposition 1 - Water Bond Consultation Review Document



Applicant has submitted the required information by email to the California Conservation Corps (CCC):

√ Yes

(applicant has submitted all necessary information to CCC)

After consulting with the project applicant, the CCC has determined the following:

- It is feasible for the CCC to be used on the project and the following aspects of the project can be accomplished (deemed compliant).
- CCC can participate in debris removal and creek clean-up, erosion control and biotechnical slope and bank stabilization, removal of non-native invasive species, trail building, fish passage enhancements, and planting with native riparian species.

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

From: Calvin De La Cruz [mailto:cdelacruz@cityofcalabasas.com]

Sent: Tuesday, September 08, 2015 8:25 AM

To: Prop 1@CCC Cc: Alex Farassati

Subject: Prop 1 Grant Review Materials (email 2 of 2)

Dear CCC Prop 1 Coordinator,

This is the second of two emails for the City of Calabasas' submission to the CCC for review. Attached to this email are the Proposed Trail Alignment Plans, and the Vegetation Management Plan for the project. If you have any further questions, or would like more information regarding the project, please feel free to contact me by email or at the number listed below.

Thanks,

Calvin De La Cruz Environmental Services Assistant City of Calabasas (818) 224-1677 cdelacruz@cityofcalabasas.com



Las Virgenes Unified School District

Arthur E. Wright Middle School
4029 Las Virgenes Drive, Calabasas, CA 91302
Phone: (818) 880-4614 Fax: (818) 878-0453
www.aewrightmiddleschool,net

November 24, 2015

Rorle Skel Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION-SUPPORT

Dear Rorie Skei,

A.E Wright Middle School writes to express its support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay, and the restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, A.E Wright Middle School appreciates the efforts by local cities in reducing the impact urban development has had on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this most worthy project.

Sincerely,

Elias Miles Principal, A.E. Wright Middle School

cc: City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302 Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

**EXHIBIT E** 

CAPITOL OFFICE STATE CAPITOL, ROOM 5108 SACRAMENTO CA 95814 TEL (918) 651-4027 FAX (916) 651-4927

DISTRICT OFFICE 5018 N PARKWAY CALABASAS SUITE 222 CALABASAS, CA 91302 TEL (818) 876-0352 FAX (818) 876-0802 California State Senate

SENATOR FRAN PAVLEY

TWENTY-SEVENTH SENATE DISTRICT

COMMITTEES
NATURAL RESOURCES & WATER
CHAIR

BUDGET & FISCAL REVIEW ENERGY, UTILITIES & COMMUNICATIONS ENVIRONMENTAL QUALITY GOVERNANCE & FINANCE



November 23, 2015

Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION-SUPPORT

Dear Rorie,

As a longtime resident of Agoura Hills, I have worked in many capacities to help protect and preserve the natural environment of the Santa Monica Mountains. As State Senator for District 27, which includes Calabasas and much of the Santa Monica Mountains, and as Chair of the Senate Natural Resources and Water Committee, I am writing today to express my support for the Proposition 1 Santa Monica Mountains Conservancy Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. Las Virgenes Creek is an important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay. The City of Calabasas has demonstrated admirable commitment to restoring this creek, and deserves the SMMC's support.

When completed, this project will have restored nearly 1.5 miles of Las Virgenes Creek within the City of Calabasas. This project will help restore stream habitat, improve the quality of water entering our coastal waters, and greatly aid fish migration through the creek. Besides providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Mallbu Creek and Las Virgenes Creek watersheds.

Calabasas has dedicated considerable resources to restoring this creek and its riparian habitat, helping to reduce the impact of urban development. I am grateful for the City's commitment to this project, which serves as a model of restoration for other communities to emulate.

I respectfully ask that the evaluation committee approve the grant application for this most worthy project.

Sincerely,

Fran Pavley

California State Senator

Fran Parley

District 27

cc:

City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302

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# United States Department of the Interior

#### NATIONAL PARK SERVICE

Santa Monica Mountains National Recreation Area 401 West Hillcrest Drive Thousand Oaks, California 91360-4207

In reply refer to: Las Virgenes Creek letter of support

Deputy Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 90265

19 November 2015

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION-SUPPORT

Dear Deputy Skei,

The National Park Service writes to express its support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an important headwaters tributary of Malibu Creek and the largest outfall in the North Santa Monica Bay. The restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, the National Park Service appreciates the efforts by local cities in reducing the impact urban development has had on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate. Should you have any questions, please do not hesitate to contact me directly at 805-370-2370.

Sincerely,

Irina C. Irvine, Ph.D. Restoration Ecologist

irina\_irvine@nps.gov

City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302



#### Las Virgenes - Triunfo Joint Powers Authority 4232 Las Virgenes Road, Calabasas, CA 91302 818.251.2100



November 24, 2015

Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION-SUPPORT

Dear Ms. Skel:

The Las Virgenes – Triunfo Joint Powers Authority (JPA) writes to express support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek, an important headwaters tributary of Malibu Creek, the largest outfall in North Santa Monica Bay. Restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly ald the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, the JPA appreciates the efforts of local cities in reducing the impact urban development has had in the watershed and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this most worthy project.

Sincerely,

David W. Pedersen, P.E.

General Manager / Administering Agent

cc: City of Calabasas Environmental Services Division

100 Civic Center Way, Calabasas, CA 91302

James Wall
Chair, Las Virgenes-Triunfo
Joint Powers Authority
Chair, Triunfo Sanitation District
Board of Directors

Glen Peterson
Vice Chair, Las Virgenes-Triunfo
Joint Powers Authority
President, Las Virgenes Municipal Water District
Board of Directors

# Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

## **EXHIBIT** E

LAS VIRGENES UNIFIED SCHOOL DISTRICT 4111 LAS VIRGENES ROAD CALABASAS CALIFORNIA 91302 Telephone (816) 880 4000 Fax 1818) 880 4200 www.www.usdorg



DOARD OF EDUCATION

SHE'S LATER COURT OF THE COURT OF THE

November 20, 2015

Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION- SUPPORT

Dear Rorie Skei.

Las Virgenes Unified School District writes to express its support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay, and the restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, Las Virgenes Unified School District appreciates the efforts by local cities in reducing the impact urban development has had on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this most worthy project.

Sincerely,

cc:

Karen Kimmel, CPA
Assistant Superintendent – Business Services

City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302



# City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861 Phone (310) 456-2489 · Fax (310) 456-3356 · <u>www.malibucity.org</u>

November 19, 2015

Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION- SUPPORT

Dear Rorie Skei,

The City of Malibu writes to express its support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay, and the restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, The City of Malibu appreciates the efforts by local cities in reducing the impact urban development has had on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this project.

Sincerety,

Craig George

Environmental Sustainability Manager

Extension 229

cgeorge@malibucity.org

cc:

City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302





SENIOR PASTOR

November 20, 2015

Rorie Skei **Chief Deputy Executive Director** Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

RE: CITY OF CALABASAS PROP 84 SMMC GRANT APPLICATION- SUPPORT

Dear Rorie Skei,

Church In the Canyon writes to express its support for the Proposition 84 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an Important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay, and the restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, Church in the Canyon appreciates the efforts by local cities in reducing the impact urban development has had on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this most worthy project.

Sincerely,

Connie Goehring, Treasurer

City of Calabasas Environmental Services Division

100 Civic Center Way, Calabasas, CA 91302. WEBSITE www.churchinthecanyon.org • PASTOR'S EMAIL: pastor@churchinthecanyon.org SECRETARY'S EMAIL: office@churchinthscanyon.org

# Las Virgenes Creek Restoration Proposition 1 3810-P01-1572

# **EXHIBIT E**



Proudly serving the Business Community for over 55 years

November 27, 2015

Rorie Skei Chief Deputy Executive Director Santa Monica Mountains Conservancy 5750 Ramirez Canyon Road Malibu, CA 900265

# RE: CITY OF CALABASAS PROP 1 SMMC GRANT APPLICATION- SUPPORT

Dear Rorie Skei,

The Calabasas Chamber of Commerce writes to express its support for the Proposition 1 Santa Monica Mountains Conservancy (SMMC) Grant application submitted by the City of Calabasas for the Las Virgenes Creek Restoration Project Phase II. This project will aid in the stream habitat restoration and fish barrier passage enhancement of Las Virgenes Creek in the City of Calabasas located within the Malibu Creek watershed. Las Virgenes Creek is an important headwaters tributary of Malibu Creek, the largest outfall in the North Santa Monica Bay, and the restoration of Las Virgenes Creek will help improve the quality of water entering our coastal waters, and greatly aid the migration of fish through the creek.

When completed, this project will have restored a significant portion of the natural habitat of Las Virgenes Creek within the City of Calabasas. Besides the obvious benefits of providing habitat for local native wildlife, the restoration will reduce the effects of urbanization on the local hydrograph, providing for better management of the Malibu Creek and Las Virgenes Creek watersheds.

As one of the agencies with a stewardship role in this watershed, the Calabasas Chamber appreciates the efforts by local cities on this waterway and restoring its riparian habitat. This project will restore nearly 1.5 miles of Las Virgenes Creek and will serve as a model of restoration for other communities to emulate.

We respectfully ask that the evaluation committee grant its approval for this most worthy project.

Sincerely,

Bridget Karl President & CEO

Calabasas Chamber of Commerce

cc: City of Calabasas Environmental Services Division 100 Civic Center Way, Calabasas, CA 91302

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A	

# ITEM 4 ATTACHMENT 2 AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas and California Green Consultant)

This Amendment No. 2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 9<sup>th</sup> day of March 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and California Green Consultant with the office located at 1734 Calle Zocalo, Thousand Oaks, CA 93160 ("Consultant").

	is "Amendment" modifies the original "Agreement" between the "City" and the onsultant" dated July 15, 2014 in the following fashion:
A.	"City" and "Consultant" desire to amend the "Agreement" by modifying section 3.1 – Scope of Services as set forth in "Consultant's" [Month, Day, Year] proposal to "City" attached hereto as Exhibit [A-1] and incorporated herein by this reference.
В.	"City" and "Consultant" desire to amend the "Agreement" by modifying section 3.2 – Approved Fee Schedule as set forth in "Consultant's" [Month, Day, Year] fee schedule to "City" attached hereto as Exhibit [B-1] and incorporated herein by this reference.
C.	"City" and "Consultant" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:
	3.4 "Expiration Date": July 14, 2018.
D.	"City" and "Consultant" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of [\$217,945.00].

Initials: (City) \_\_\_\_\_ (Consultant) \_\_\_\_ Page 1 of 2

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

"City"	"Consultant"
City of Calabasas	California Green Consultant
By: James R. Bozajian, Mayor	By: Hamid Tadayon, President
James K. Bozajian, Mayor	Hamid Tadayon, Fresident
Date:	Date:
	$\mathbf{R}_{\mathbf{V}}$ .
	By: [Name, Title]
	Date:
<b>A</b>	
Attest:	
By:	
Maricela Hernandez, MMC City Clerk	_
Date:	
Approved as to form:	
Ву:	
Scott H. Howard, City Attorney	_
Date:	





#### **CITY COUNCIL AGENDA REPORT**

DATE: FEBRUARY 29, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES

AGREEMENT WITH NOLA PARTNERS INC. FOR INTERIOR DESIGN AND RELATED SERVICES IN AN AMOUNT NOT TO EXCEED

\$125,000

MEETING

MARCH 9, 2016

DATE:

#### SUMMARY RECOMMENDATION:

It is recommended that the City Council approve a professional services agreement with NOLA Partners Inc. for interior design and related services in an amount not to exceed \$125,000.

#### **BACKGROUND:**

City Council previously approved funding for fixtures, furnishings and equipment (FF&E) as part of the overall budget for the Calabasas Senior Center. As we move closer to completion, staff has commenced purchasing FF&E items based upon our space plan and layout developed by our Senior Center Task Force and Architect for seventeen separate areas which span 9,500 square feet over two stories along with a deck and patio. The internal areas include the following (Room Layouts Below):

Lobby, Office, Lobby/Café, Activity Room, Lounge, Restrooms (1<sup>st</sup> floor and 2<sup>nd</sup> Floor), Storage/Janitorial Areas (4), MP Room, Kitchen, Classroom, Sports Room, Hall/Waiting Area, and Art Room





#### **DISCUSSION:**

With numerous areas/rooms to furnish and coordinating colors, fabrics, accessories and the appropriate commercial grade furniture such as tables, chairs, couches, etc., it is now time to bring aboard NOLA Partners to handle the design, fabrication, purchase, delivery and installation. The next order of business is a meeting with the Senior Center Task Force to go over color pallets for each room along with suitable furniture both for comfort and durability.

Nola has met with staff on several occasions and walked the construction site in order to gain a clear and thorough understanding of our project, talked with our Architect in order to understand his vision, visited several senior centers and talked with numerous fabric and furniture vendors for the most appropriate and resilient products on the market.

#### FISCAL IMPACT/SOURCE OF FUNDING:

Fund 41

#### **REQUESTED ACTION:**

It is requested that the City Council approve a professional services agreement with NOLA Partners Inc. for interior design and related services in an amount not to exceed \$125,000.

**ATTACHMENTS:** Professional Services Agreement

## ITEM 5 ATTACHMENT PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas / NOLA Partners Inc. DBA NOLA Design)

#### 1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and NOLA Partners Inc., DBA NOLA Design ("Consultant").

#### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Interior design and related services for the Calabasas Senior Center.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

#### 3. <u>DEFINITIONS</u>

- 3.1 "Scope of Services": Such professional services as are set forth Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 9, 2016.
- 3.4 "Expiration Date": March 8, 2017.

#### 4. <u>TERM</u>

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

#### 5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding

Initials: (City)	(Contractor)	Pa	ige 1 of 13

v. 1.0 (Last Update: 1/29/15)

increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of <u>One Hundred</u> <u>and Twenty-Five Thousand Dollars</u> (\$125,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Kim**Schneider shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

#### 6. <u>COMPENSATION</u>

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 2 of 13 v. 1.0 (Last Update: 1/29/15)

Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

#### 7. OWNERSHIP OF WRITTEN PRODUCTS

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

#### 8. <u>RELATIONSHIP OF PARTIES</u>

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

#### 9. CONFIDENTIALITY

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

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#### 10. **INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_ Page 4 of 13 v. 1.0 (Last Update: 1/29/15)

- Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

#### 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One hundred thousand Dollars (\$100,000) per claimant and three hundred thousand dollars (\$300,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

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#### 12. <u>MUTUAL COOPERATION</u>

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

#### 13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

#### 14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

#### 15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City If to Consultant:

City of Calabasas NOLA Design 100 Civic Center Way 4510 E. Pacific Coast HWY. #575

Calabasas, CA 91302 Long Beach, CA 90804 Attn: Jeff Rubin Attn: Kim Schneider

Telephone: (818) 224-1600 Telephone: (805) 279-6330 Facsimile: (818) 225-7338 Facsimile: (562) 597-0561

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 7 of 13 v. 1.0 (Last Update: 1/29/15) With courtesy copy to:

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

Facsimile: (213) 542-5710

#### 16. SURVIVING COVENANTS

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

#### 17. TERMINATION

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

#### 18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this

Initials: (City)	(Contractor)	Page <b>8</b> of <b>13</b>
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Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

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### Professional Services Agreement City of Calabasas//NOLA Partners Inc. DBA NOLA Design

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 10 of 13 v. 1.0 (Last Update: 1/29/15) **TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City" City of Calabasas	"Consultant" NOLA Design
By: James Bozajian, Mayor	By: Kim Schneider, President
Date:	Date:
	By:
Attest:	Date:
By: Maricela Hernandez, MMC City Clerk	
Date:	
Approved as to form:	
By:Scott H. Howard, City Attorney	
Date:	

# EXHIBIT A SCOPE OF WORK

Interior Design and Similar Services to include the following:

Design, Purchase, Fabrication, Delivery and Installation of fixtures and furnishings for the Calabasas Senior Center.

#### EXHIBIT B APPROVED FEE SCHEDULE

In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred and Twenty-Five Thousand Dollars** (\$125,000.00).

Design Fee:

Flat Fee of \$18,500.00

Furniture and Furnishings Purchase:

To be determined by fabric, style, quality and quantity of the pieces chosen. Based upon the direction the designer receives from the City, designer shall submit pricing to the City for approval.

Payments:

Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed and purchases made pursuant to this Agreement. Each invoice shall itemize the services and purchases rendered during the billing period and the amount due.





#### **CITY COUNCIL AGENDA REPORT**

DATE: **MARCH 2, 2016** 

TO: HONORABLE MAYOR AND COUNCILMEMBERS

MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR FROM:

MICHAEL KLEIN, PLANNER June View

SUBJECT:

CONSIDERATION OF RESOLUTION NO. 2016-1496 AND RESOLUTION NO. 2016-1497, 1) APPROVING FILE NO. 140001318. APPLICATION, INCLUSIVE OF A CONDITIONAL USE PERMIT, SITE PLAN REVIEW, SCENIC CORRIDOR PERMIT, DEVELOPMENT PLAN, OAK TREE PERMIT AND SUMMARY STREET VACATION FOR THE CONSTRUCTION OF A NEW 73,000 SQUARE-FOOT HOTEL, WHICH INCLUDES 127 ROOMS, POOL AND SURFACE LEVEL PARKING. THE PROPOSED PROJECT INCLUDES A DEVELOPMENT PLAN PERMIT IN ORDER TO CONSTRUCT A 50-FOOT TALL 4-STORY BUILDING AND CONSTRUCTION OF RETAINING WALLS IN EXCESS OF 6-FEET IN HEIGHT. THE PROJECT INCLUDES THE CITY VACATING A PORTION OF RONDELL STREET THAT ABUTS THE WESTERN PROPERTY LINE. AN OAK TREE PERMIT IS REQUIRED TO ALLOW FOR THE ENCROACHMENT INTO THE PROTECTED ZONE OF THREE OAK TREES. THE SUBJECT SITE IS LOCATED AT 26300 RONDELL STREET (APN 2069-031-014 AND 2069-031-015), WITHIN THE COMMERCIAL RETAIL ZONING DISTRICT AND SCENIC CORRIDOR OVERLAY ZONE, AND 2) ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION. THE PLANNING COMMISSION RECOMMENDED THAT THE CITY COUNCIL APPROVE THE PROJECT AND FOUND THAT THE PROPOSED SUMMARY STREET VACATION IS CONSISTENT WITH THE GENERAL PLAN AT ITS FEBRUARY 4, 2016 MEETING.

MEETING

**MARCH 9, 2016** 

DATE:

#### **DISCUSSION:**

The applicant has requested that this item be continued to the March 23, 2016 meeting.

#### **REQUESTED ACTION:**

Staff recommends that the City Council continue the public hearing for this item to the March 23, 2016 meeting.





#### **CITY COUNCIL AGENDA REPORT**

DATE: FEBRUARY 29, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: ADOPTION OF RESOLUTION NO. 2016-1493 IMPLEMENTING A

MEMBERSHIP FEE STRUCTURE FOR THE CALABASAS SENIOR

**CENTER** 

MEETING

MARCH 9, 2016

DATE:

#### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2016-1493 implementing a membership fee structure for the Calabasas Senior Center.

#### **BACKGROUND/DISCUSSION:**

At the Council meeting of February 10, 2016 staff brought forward a recommendation on a membership fee structure as follows:

Resident Membership: \$100 Annually
Resident Couple Membership: \$125.00 Annually
Non Resident Membership: \$125.00 Annually
Non Resident Couple Membership: \$150.00 Annually

Single Day Use Resident: \$3.00 Single Day Use Non Resident: \$5.00

Class/Program Fees: 20% surcharge for Non Residents

After discussion the City Council made a change to only the Non Resident Membership fees as follows:

\*Non Resident Membership: \$150.00 Annually
\*Non Resident Couple Membership: \$175.00 Annually

\*Council also determined that membership will only be open to residents of the City of Calabasas. If at a point to be determined by staff, membership slots are still available then a non resident will be allowed to take out a membership.

#### FISCAL IMPACT/SOURCE OF FUNDING:

General Fund 10

#### **REQUESTED ACTION:**

It is requested that the City Council adopt Resolution No. 2016-1493 implementing a membership fee structure for the Calabasas Senior Center.

ATTACHMENT: Resolution No. 2016-1493

## ITEM 7 ATTACHMENT RESOLUTION NO. 2016-1493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, IMPLEMENTING A MEMBERSHIP FEE STRUCTURE FOR THE CALABASAS SENIOR CENTER.

- WHEREAS, the City Council desires to charge a membership fee for the Calabasas Senior Center; and
- WHEREAS, on March 9, 2016, the City Council held a duly noticed public hearing at which all persons could present oral and written testimony regarding the proposed membership and day use fees; and
- WHEREAS, the proposed membership fees and day use-fees are imposed for the use of the Senior Center, which is City-owned property; and
- WHEREAS, the proposed membership and day use fees, to the extent they are imposed for services or products provided by the City are not charged for services or products that are also provided to others at no charge and do not exceed the reasonable costs to the City of providing the services or products for which they are charged; and
- **WHEREAS**, the City Council desired to adopt a membership and day use fee schedule that reflects the proposed fees.
- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS, AS FOLLOWS:
- **SECTION 1**. The fees set forth in Exhibit "A" to this Resolution are hereby adopted:
- **SECTION 2**. The schedule of fees adopted by this resolution shall be effective at such time the Senior Center officially opens which is expected to be late June or early July 2016:
- **SECTION 3**. 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 9th day of March, 2016

	James R. Bozajian, Mayor
ATTEST:	
Maricela Hernandez, MMC City Clerk	
	APPROVED AS TO FORM:
	Scott H. Howard, City Attorney

#### **EXHIBIT A**

Resident Membership: \$100.00 Annually
Resident Couple Membership: \$125.00 Annually
Non Resident Membership: \$150.00 Annually
Non Resident Couple Membership: \$175.00 Annually

Single Day Use Resident: \$3.00 Single Day Use Non Resident: \$5.00

Class/Program Fees: 20% surcharge for Non Residents





#### **CITY COUNCIL AGENDA REPORT**

**DATE:** FEBRUARY 29, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: DISCUSSION AND RECOMMENDATION ON AN OFFICIAL NAME FOR

THE CALABASAS SENIOR CENTER

**MEETING MARCH 9, 2016** 

DATE:

#### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council discuss and make a recommendation on an official name for the Calabasas Senior Center.

#### **BACKGROUND/DISCUSSION:**

We are a few months from opening our brand new Senior Center and it is now time to give the building its official name in order to have the moniker placed on the facade as well as beginning to advertise the center by name. Since the inception the project has been called the Calabasas Senior Center. Although numerous centers have the name senior in them, a growing number are moving away from senior being in the name.

Below are some ideas in no particular order (Calabasas can be added before most of the titles below):

THE CENTER (Favored by the Interim Senior Center Advisory Board)
SENIOR CENTER
ADULT CENTER
ADULT ENRICHMENT CENTER

#### FISCAL IMPACT/SOURCE OF FUNDING:

None

#### **REQUESTED ACTION:**

It is requested that the City Council discuss and make a recommendation on an official name for the Calabasas Senior Center.

**ATTACHMENTS:** None





#### **CITY COUNCIL AGENDA REPORT**

DATE: FEBRUARY 29, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: DISCUSSION ON THE CALABASAS KLUBHOUSE PRESCHOOL

PROGRAM AND POTENTIAL OPTIONS

MEETING MARCH 9, 2016

DATE:

#### **SUMMARY RECOMMENDATION:**

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

#### **BACKGROUND:**

Since opening the Calabasas Klubhouse in 1999, a challenge has been the recovery of program expenses through tuition. The initial budget showed a cost recovery rate of direct program costs at 64%. Although we have seen an increase in attendance over the years until recently, program costs continue to rise and the cost recovery rate has fluctuated based upon enrollment, fee structure, staffing and operational costs. We are now seeing a large enrollment decline due to other programs (explanation below).

In June 2004, Council agreed to subsidize up to 10% of Pre-School programming costs, and approved staff's recommendation to implement an 8% fee increase for the 04/05 school year (adopted by Resolution at a Public Hearing on July 7, 2004). At that time, staff was asked to research the legality of creating a resident/non-resident pricing structure for subsequent years. Under such a structure, Calabasas residents would pay a reduced rate, while non-residents would pay higher fees with the concept that the City does not subsidize non-residents and the facility runs at a

90% + cost recovery rate. Staff reviewed the 1999 Certificates of Participation Guidelines with the City's Chief Financial Officer and City Attorney, and found no stipulations that prohibit the City from implementing a non-resident rate.

In January of 2006 at a public hearing, the City Council approved a new fee structure for the Klubhouse to include a non-resident rate. The non-resident rate was set at 4% above the resident rate. In July of 2011 at a public hearing, the City Council approved a new fee structure for the Klubhouse which included a 10% fee increase for residents and a 17% fee increase for non-residents. In March of 2012 at a public hearing, the City Council approved a new fee structure which included a 10% fee increase for the 2 Year Old Classroom to account for the higher teacher to student ratio as required by State Licensing and a 5% increase for the 3, 4 & 5 Year Old Classrooms. There was no fee increase for the 2013/2014 school year. In April of 2014 at a public hearing, the City Council approved a new fee structure for the Klubhouse which included a 3% fee increase for full time students, a 5% fee increase for those attending 4 or 5 half days and a 7.5% fee increase for those students attending only 3 half days.

California passed the Kindergarten Readiness Act of 2010 to align the age of the state's kindergarteners with those in the rest of the nation. For decades, California was amongst a handful of states that allowed children to start kindergarten at the age of 4. The only caveat was that they had to celebrate their fifth birthday by Dec. 2<sup>nd</sup> of their first school year. For those that do not turn 5 by the deadline, a new transitional program was developed.

With the implementation of the LVUSD transitional Kindergarten Preparatory program called Journey's which provides for those children that are of Kindergarten age however don't meet the states age requirement (a bridge between preschool and kindergarten), we began to see a decline in enrollment for our older children. In order to be proactive staff brought to Council in 2012 the addition of an 18 month old program. LVUSD has now expanded upon their Journey's Program with additional classes and schools (Chaparral Elementary School alone has 27 children enrolled in their program according to office staff) hence our enrollment continues to decline along with the competition of so many Pre School's in and around our area.

On the following page is the FY 15/16 budget numbers for Creekside provided by the CFO at the City Council Workshop in August 2015 and the Actuals through November 2015 presented to Council at their January 13, 3016 Meeting. These numbers show that if this trend continues the budget will be overrun dramatically.

# City of Calabasas Creekside Preschool Revenue and Expenditure Analysis November 2015

	Year-To-Date		Year-End			
	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	<u>Budget</u>	<b>Projection</b>	<u>Variance</u>
REVENUE						
Preschool Registration	\$346,400	\$277,844	(\$68,556)	\$880,000	\$666,827	(\$213,173)
Creekside Classes	600	0	(600)	900	300	(600)
Facility Rental	0	0	0	300	300	0
TOTAL REVENUE	\$347,000	\$277,844	(\$69,156)	\$881,200	\$667,427	(\$213,773)
EXPENDITURES						
Operations & Maintenance						
Telephone	\$600	\$812	(\$212)	\$2,400	\$1,948	\$452
Office Supplies	3,800	2,954	846	6,500	7,089	(589)
Special Dept Sup	28,600	27,435	1,165	60,800	65,843	(5,043)
Printing	1,600	0	1,600	2,100	500	1,600
Contractual Svcs	10,100	12,662	(2,562)	20,700	30,389	(9,689)
School Programs	0	1,529	(1,529)	0	3,668	(3,668)
State Mandates	1,700	0	1,700	3,200	1,500	1,700
Advertising	0	200	(200)	0	480	(480)
Copier Supplies	0	0	0	100	100	0
Custodial Supplies	4,300	2,351	1,949	11,000	5,643	5,357
Refunds - Deposits & Overpays	100	0	100	300	0	300
Total Operations & Maintenance	\$50,800	\$47,942	\$2,858	\$107,100	\$117,160	(\$10,060)
Personnel Costs						
Full Time Employees	\$344,875	\$344,875	\$0	\$827,700	\$827,700	\$0
Part Time Employees	44,250	44,250	0	106,200	106,200	0
Total Personnel Costs	\$389,125	\$389,125	\$0	\$933,900	\$933,900	\$0
TOTAL EXPENDITURES	\$439,925	\$437,067	\$2,858	\$1,041,000	\$1,051,060	(\$10,060)
Surplus / (Shortfall) - \$ Surplus / (Shortfall) - %				(\$159,800) -15.4%	(\$383,634) -36.5%	

Below is the enrollment breakdown (presented to Council at the January 13, 2016 City Council Meeting) by day and fees for the 81 students enrolled for the 15/16 school year:

52 Residents (64%)

29 Non Residents (36%)

RESIDENTS	Age 18mo2	Age 2-2.5	Age 2.6-3	Age 3-4	Age 4-5	2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	0	0	3	1	0	\$574.00	\$547.00
3 Full Days	0	4	4	2	0	\$654.00	\$624.00
4 Half Days	0	1	0	1	2	\$631.00	\$602.00
4 Full Days	1	2	3	6	3	\$754.00	\$719.00
5 Half Days	0	1	0	0	1	\$726.00	\$692.00
5 Full Days	0	1	2	8	6	\$942.00	\$900.00
TOTAL RESIDENTS:	1	9	12	18	12		
NON RESIDENTS	Age 18mo2	Age 2-2.5	Age 2.6-3	Age 3-4	Age 4-5	2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	0	0	0	2	0	\$633.00	\$604.00
3 Full Days	2	0	1	1	0	\$721.00	\$688.00
4 Half Days	0	0	0	0	1	\$694.00	\$663.00
4 Full Days	2	0	0	0	1	\$831.00	\$794.00
5 Half Days	0	1	1	1	3	\$800.00	\$764.00
5 Full Days	3	0	3	2	5	\$1,039.00	\$992.00
TOTAL NON- RESIDENTS:	7	1	5	6	10		

#### DISCUSSION:

City Council requested at the January 13, 2016 Council Meeting that staff come back with some options for review. Staff has listed three main options on the following pages for review and comment. Please understand that staff just touched the surface on these options at this time, a more in depth analysis will transpire once we receive direction from Council on which path to go or further explore.

#### 1. Continue with the operation of the Pre School with modifications

Continuing the way we are does not seem to be a fiscally responsible and/or sustainable option. With this route we can do a few things (\$ figures are fully encumbered which means they include salary and benefits):

- A. Reduce the amount of both hourly and full time staff to fall more in line with our current enrollment (still running at a financial deficit) and if enrollment increases hire additional hourly staff as needed. An hourly staff member who is limited to 1,000 hours per fiscal year on average costs the City \$14,000 per year while a full time teacher average cost to the City is \$55,000 per year.
- B. Eliminate all full time teaching staff and go back to a model we had previously when all of the teachers were hourly employees. In this scenario eliminating all ten full time teachers would reduce the budget by approximately \$550,000 per year. Hiring all hourly staff to backfill would cost the City approximately \$308,000 (a savings of approximately \$242,000 per year based upon 22 hourly teachers). This was calculated based upon the fact that a full time staff member works 2,080 hours per year and an hourly is limited to no more than 1,000 hours per year thus you need two hourly to replace one full time.
- C. Reduce the amount of Administrators on staff. We currently have a Pre School Principal, Pre School Supervisor and Executive Assistant which costs the City on average \$100,000 per year per position.

It is also significant to note that A, B or C above could be further impacted as the word has now spread that the preschool may be in jeopardy of closing or modifying its operation and both current and prospective families may look elsewhere for more stability if a long term commitment is not made to keep the school running. It could also be argued that having more hourly staff than full time could also have a negative impact on enrollment and the future growth of the program.

#### 2. Discontinue the operation of the Pre School and run a Community Park

With this option we would transition and phase out the pre school operation when the school year ends in June. We would look to a park model similar to De Anza Park in which the focus would be placed on tot, youth and teen programs and could include child care, classes, camps and facility rentals. We would still most likely run at a deficit with this option but do so serving the entire community. This option also eliminates the need for changes to Wild Walnut Park as the residents will now have a park with amenities available to them without restrictions.

## 3. Prepare an RFP and look for another Pre School provider to come in and lease our facility in order to operate a similar program

With this option staff would prepare an RFP with the emphasis on another entity providing a pre school program on City owned property under a lease agreement. This option makes sense if it is the Council's desire to continue with a pre school in the community but remove the operation from the City. There could also be a possibility of the incoming service provider to offer positions to some of the existing Klubhouse staff. We have already had inquiries from other organizations with the possibility of transitioning to a new provider over the course of a year, running a similar operation, providing priority to both current families and Calabasas Residents and possibly hiring current staff. Leasing the 6,000 square foot building and outdoor play areas could provide anywhere from \$6,000.00 to \$18,000.00 per month in revenue to the City.

After the January 13<sup>th</sup> Council Meeting, staff held a meeting with the entire Klubhouse Staff to discuss the current situation and possible outcomes. It was explained that staff was exploring several options for Council and that no determination on the pre school operation has been made as of yet. Klubhouse Staff was very concerned about their employment and asked many questions that were answered by me and the Director of Administrative Services.

Staff is requesting that Council provide direction on which option presented or additional options that may not be listed to further explore/study and for staff to return to Council with a more detailed analysis on the desired option(s) with a final recommendation. On the subsequent page is an updated Revenue and Expenditure Analysis through December 2015 provided by the CFO which shows a very similar trend as the numbers through November 2015 in the preceding section of this report. Staff is currently providing tours to perspective families and receiving phone calls inquiring about our school and program. Just in the past couple of weeks we have added 3 new students bringing our total from 81 to 84 and increasing tuition revenue by \$2,707.00 per month.

#### City of Calabasas

Creekside Preschool Revenue and Expenditure Analysis December 2015

	Year-To-Date			Year-End			
	Budget	Actuals	<u>Variance</u>	Budget	Projection	<u>Variance</u>	
REVENUE		·	·	<u></u>	<u> </u>		
Preschool Registration	\$415,500	\$337,075	(\$78,425)	\$880,000	\$674,150	(\$205,850)	
Creekside Classes	600	460	(140)	900	921	21	
Facility Rental	0	0	0	300	0	(300)	
TOTAL REVENUE	\$416,100	\$337,536	(\$78,564)	\$881,200	\$675,071	(\$206,129)	
EXPENDITURES							
Operations & Maintenance							
Telephone	\$800	\$1,001	(\$201)	\$2,400	\$2,002.60	\$397	
Office Supplies	3,800	3,317	483	6,500	6,633	(133)	
Special Dept Sup	30,500	34,173	(3,673)	60,800	68,346	(7,546)	
Printing	1,600	0	1,600	2,100	0	2,100	
Contractual Svcs	11,500	14,105	(2,605)	20,700	28,210	(7,510)	
School Programs	0	1,529	(1,529)	0	3,057	(3,057)	
State Mandates	1,700	0	1,700	3,200	0	3,200	
Advertising	0	200	(200)	0	400	(400)	
Copier Supplies	0	0	0	100	0	100	
Custodial Supplies	5,100	3,017	2,083	11,000	6,034	4,966	
Refunds - Deposits & Overpays	100	0	100	300	0	300	
Total Operations & Maintenance	\$55,100	\$57,342	(\$2,242)	\$107,100	\$114,684	(\$7,584)	
Personnel Costs							
Full Time Employees	\$413,850	\$413,850	\$0	\$827,700	\$827,700	\$0	
Part Time Employees	53,100	53,100	0	106,200	106,200	0	
Total Personnel Costs	\$466,950	\$466,950	\$0	\$933,900	\$933,900	\$0	
TOTAL EXPENDITURES	\$522,050	\$524,292	(\$2,242)	\$1,041,000	\$1,048,584	(\$7,584)	
Surplus / (Shortfall) - \$ Surplus / (Shortfall) - %				(\$159,800) -15.4%	(\$373,513) -35.6%		

#### FISCAL IMPACT/SOURCE OF FUNDING:

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

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

#### **REQUESTED ACTION:**

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

**ATTACHMENTS**: None



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Bank: BANK OF AMERICA - OPERATING Reporting Period: 02/12/2016 to 02/24/2016

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrati	ive Services				
94227	2/17/2016	MARTIN & CHAPMAN CO.	MINUTE BOOKS	571.55	Administrative Services
94179	2/12/2016	US BANK	VISA- CORNER BAKERY	313.00	Administrative Services
94258	2/17/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	138.66	Administrative Services
		Total Amount for 3 Line Item(s) from Adminis	trative Services	\$1,023.21	
Boards and	Commissions				
94179	2/12/2016	US BANK	VISA- RALPHS	43.02	Boards and Commissions
		Total Amount for 1 Line Item(s) from Boards a	and Commissions	\$43.02	
City Attorne	e <u>v</u>				
94271	2/24/2016	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	22,033.75	City Attorney
94271	2/24/2016	COLANTUONO, HIGHSMITH &	IZADI	2,446.32	City Attorney
94271	2/24/2016	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	2,088.33	City Attorney
94271	2/24/2016	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	25.00	City Attorney
		Total Amount for 4 Line Item(s) from City Atte	orney	\$26,593.40	
City Council	<u>l</u>				
94179	2/12/2016	US BANK	VISA- FRESH BROTHERS	375.59	City Council
94179	2/12/2016	US BANK	VISA- LA PAZ RESTAURANT	258.00	City Council
94179	2/12/2016	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
94194	2/17/2016	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	173.60	City Council
94179	2/12/2016	US BANK	VISA- SAN FERNANDO VALLEY	125.00	City Council
94179	2/12/2016	US BANK	VISA- STAPLES DIRECT	23.70	City Council
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	20.59	City Council
94179	2/12/2016	US BANK	VISA- STAPLES DIRECT	19.97	City Council
94179	2/12/2016	US BANK	VISA- OFFICE DEPOT	11.83	City Council
		Total Amount for 9 Line Item(s) from City Cou	ıncil	\$1,192.28	
City Manage	<u>ement</u>				
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	89.47	City Management

City of Calabasas - Finance Department

APPROVED BY CITY MANAGER:



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94179	2/12/2016	US BANK	VISA- SALT CREEK RESTAURANT	18.04	City Management
94179	2/12/2016	US BANK	VISA- OFFICE DEPOT	11.83	City Management
		Total Amount for 4 Line Item(s) from City Man	agement	\$180.03	
		, , , , , , , , , , , , , , , , , , , ,			
Civic Center	: O&M				
94306	2/24/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	853.70	Civic Center O&M
94246	2/17/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	617.61	Civic Center O&M
94246	2/17/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	570.11	Civic Center O&M
94306	2/24/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	529.95	Civic Center O&M
94179	2/12/2016	US BANK	VISA- HOME DEPOT	173.84	Civic Center O&M
94179	2/12/2016	US BANK	VISA- HOME DEPOT	51.01	Civic Center O&M
94179	2/12/2016	US BANK	VISA- MICHAELS STORE	11.81	Civic Center O&M
94224	2/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10.00	Civic Center O&M
94224	2/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10.00	Civic Center O&M
94224	2/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8.65	Civic Center O&M
94224	2/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8.64	Civic Center O&M
		Total Amount for 11 Line Item(s) from Civic Ce	nter O&M	\$2,845.32	
		`,			
Community	Development				
94265	2/24/2016	CALABASAS CREST LTD	R.A.P MAR 2016	5,922.00	Community Development
94255	2/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,670.00	Community Development
94276	2/24/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	1,996.43	Community Development
94299	2/24/2016	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	910.95	Community Development
94187	2/17/2016	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES- M TAMURI	680.00	Community Development
94182	2/17/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Community Development
94204	2/17/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	271.25	Community Development
94287	2/24/2016	MILES/AUDREY//	R.A.P MAR 2016	201.00	Community Development
94277	2/24/2016	FLEYSHMAN/ALBERT//	R.A.P MAR 2016	201.00	Community Development
94286	2/24/2016	MEDVETSKY/LINA//	R.A.P MAR 2016	201.00	Community Development
94279	2/24/2016	HENDERSON/LYN//	R.A.P MAR 2016	201.00	Community Development
94297	2/24/2016	SHAHIR/RAHIM//	R.A.P MAR 2016	201.00	Community Development
94309	2/24/2016	YAZDINIAN/SUSAN//	R.A.P MAR 2016	201.00	Community Development
94204	2/17/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
94258	2/17/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	154.06	Community Development
94254	2/17/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94204	2/17/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	77.50	Community Development
94258	2/17/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	59.90	Community Development
94200	2/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.25	Community Development
94179	2/12/2016	US BANK	VISA- STAPLES	21.49	Community Development
94179	2/12/2016	US BANK	VISA- RITE AID	14.03	Community Development
		Total Amount for 21 Line Item(s) from Commu	unity Development	\$14,536.07	
Community	<u>Services</u>				
94291	2/24/2016	NOTIONIST	BROCHURE DESIGN- SPRING 2016	5,500.00	Community Services
94209	2/17/2016	GOLDEN STATE SPORTS	B-BALL PHOTOGRAPHS	1,931.90	Community Services
94179	2/12/2016	US BANK	VISA- CALABASAS CAR CARE	1,820.53	Community Services
94245	2/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,319.38	Community Services
94179	2/12/2016	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
94229	2/17/2016	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	540.00	Community Services
94241	2/17/2016	RUBIN/RONNIE//	BASKETBALL OFFICIAL	405.00	Community Services
94184	2/17/2016	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	360.00	Community Services
94260	2/17/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	347.05	Community Services
94179	2/12/2016	US BANK	VISA- DICKS SPORTING GOODS	339.40	Community Services
94226	2/17/2016	LIPTON/JEREMY//	BASKETBALL OFFICIAL	330.00	Community Services
94240	2/17/2016	RICE/LOUISE//	RECREATION INSTRUCTOR	318.50	Community Services
94179	2/12/2016	US BANK	VISA- ADMIT ONE	248.85	Community Services
94185	2/17/2016	ALLEN/HARVEY//	BASKETBALL OFFICIAL	240.00	Community Services
94235	2/17/2016	OSTER/BRITTANY//	BASKETBALL OFFICIAL	240.00	Community Services
94186	2/17/2016	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	214.00	Community Services
94193	2/17/2016	BILCHIK/DANIEL//	BASKETBALL OFFICIAL	210.00	Community Services
94248	2/17/2016	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	210.00	Community Services
94179	2/12/2016	US BANK	VISA- JUDSON STUDIO	200.00	Community Services
94179	2/12/2016	US BANK	VISA- 7 ELEVEN	193.81	Community Services
94280	2/24/2016	INTERNATIONAL BUDDHIST	SENIOR PROGRAM	192.00	Community Services
94179	2/12/2016	US BANK	VISA- DIY	191.41	Community Services
94251	2/17/2016	TEMPLE/BRET//	BASKETBALL OFFICIAL	180.00	Community Services
94218	2/17/2016	KELLER/MICHAEL//	BASKETBALL OFFICIAL	180.00	Community Services
94246	2/17/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	175.21	Community Services
94231	2/17/2016	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	162.00	Community Services
94221	2/17/2016	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	150.00	Community Services
94239	2/17/2016	RICCIO/JOE//	BASKETBALL OFFICIAL	120.00	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94242	2/17/2016	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	113.52	Community Services
94216	2/17/2016	ISRAEL/BOB//	BASKETBALL OFFICIAL	108.00	Community Services
94236	2/17/2016	PORTARO/SAL//	BASKETBALL OFFICIAL	108.00	Community Services
94252	2/17/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
94202	2/17/2016	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	96.00	Community Services
94250	2/17/2016	TEMME/ROBERT//	BASKETBALL OFFICIAL	90.00	Community Services
94247	2/17/2016	STEAMAN/LANCE//	BASKETBALL OFFICIAL	90.00	Community Services
94205	2/17/2016	FISHMAN/MICHAEL//	BASKETBALL OFFICIAL	90.00	Community Services
94207	2/17/2016	GADBURY/KEITH//	BASKETBALL OFFICIAL	60.00	Community Services
94179	2/12/2016	US BANK	VISA- BLANKS USA	55.15	Community Services
94252	2/17/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
94269	2/24/2016	CAYNE/STACIE//	RECREATION INSTRUCTOR	52.50	Community Services
94264	2/24/2016	AT&T	TELEPHONE SERVICE	43.96	Community Services
94244	2/17/2016	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	42.00	Community Services
94179	2/12/2016	US BANK	VISA- CEDAR VALLEY PLUMBING	39.33	Community Services
94179	2/12/2016	US BANK	VISA- USC EVENTS	35.00	Community Services
94179	2/12/2016	US BANK	VISA- CALABASAS ARTS COUNCIL	15.99	Community Services
		Total Amount for 45 Line Item(s) from Commu	unity Services	\$18,171.49	
Finance					
94233	2/17/2016	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,263.61	Finance
94233	2/17/2016	MUNISERVICES, LLC	CAFR REPORT SERVICES	2,150.00	Finance
94212	2/17/2016	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,375.00	Finance
94183	2/17/2016	ADP, INC	PAYROLL PROCESSING	942.13	Finance
94274	2/24/2016	CR PRINT	STOCK - ENVELOPES	752.10	Finance
94233	2/17/2016	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	237.41	Finance
94179	2/12/2016	US BANK	VISA- STAPLES DIRECT	179.76	Finance
94179	2/12/2016	US BANK	VISA- CSMFO	110.00	Finance
94179	2/12/2016	US BANK	VISA- PROFESSIONAL EDUCATION	99.50	Finance
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	38.11	Finance
94179	2/12/2016	US BANK	VISA- CSMFO	25.00	Finance
		Total Amount for 11 Line Item(s) from Finance		\$10,172.62	
Klubhouse I	_				
94179	2/12/2016	US BANK	VISA- HOME DEPOT	1,416.37	Klubhouse Preschool



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94179	2/12/2016	US BANK	VISA- COASTAL MEDIA GROUP	875.00	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- COSTCO	771.03	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- PEACH JAR	688.50	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- RHYME UNIVERSITY	405.60	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- DOTERRA	401.22	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- SHINDIGZ	394.51	Klubhouse Preschool
94295	2/24/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	198.40	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- PARTY CITY	155.12	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- PETSMART	151.95	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- LAKESHORE LEARNING	126.98	Klubhouse Preschool
94295	2/24/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	103.00	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- MICHAELS STORE	96.48	Klubhouse Preschool
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	86.11	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- TARGET	75.93	Klubhouse Preschool
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	63.17	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- PETCO	43.56	Klubhouse Preschool
94179	2/12/2016	US BANK	VISA- JOANN STORE	37.04	Klubhouse Preschool
		Total Amount for 18 Line Item(s) from Klubhou	se Preschool	\$6,089.97	
<u>Library</u>					
94179	2/12/2016	US BANK	VISA- ALEPH OBJECTS	2,649.70	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	377.64	Library
94238	2/17/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	268.00	Library
94179	2/12/2016	US BANK	VISA- RESEARCH TECHNOLOGY	214.65	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	181.75	Library
94179	2/12/2016	US BANK	VISA- SMART & FINAL	171.63	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	159.85	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	156.14	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	155.27	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	138.61	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	95.38	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	88.03	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	81.27	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	71.34	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	60.93	Library
94179	2/12/2016	US BANK	VISA- USPS	51.91	Library



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94238	2/17/2016	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	43.35	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	35.66	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	34.40	Library
94292	2/24/2016	OXNARD PUBLIC LIBRARY	MAKERBOX GRANT	30.18	Library
94230	2/17/2016	MIDWEST TAPE	DVD'S-LIBRARY	29.80	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	25.12	Library
94214	2/17/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.83	Library
94238	2/17/2016	RECORDED BOOKS, LLC	BOOKS ON CD	22.27	Library
94179	2/12/2016	US BANK	VISA- SANTIAGO LIBRARY	21.00	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	18.82	Library
94179	2/12/2016	US BANK	VISA- ALBERTSONS	17.37	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	14.05	Library
94191	2/17/2016	BAKER & TAYLOR	BOOKS-LIBRARY	12.40	Library
94294	2/24/2016	PREFERRED BENEFIT	COBRA ADMINISTRATION SVCS	10.10	Library
94238	2/17/2016	RECORDED BOOKS, LLC	BOOKS ON CD	-22.27	Library
		Total Amount for 32 Line Item(s) from Library		\$5,284.52	
				_	
LMD #22					
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,534.21	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,891.82	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,900.43	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,977.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,851.71	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,678.12	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,590.39	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,963.97	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,850.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,808.81	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,944.05	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,752.45	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,430.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,257.74	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,494.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,374.27	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,233.85	LMD #22



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94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	945.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	825.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	801.56	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	776.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	699.69	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	552.89	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	520.37	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	487.50	LMD #22
94189	2/17/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	391.08	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	170.00	LMD #22
94245	2/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	117.31	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	92.23	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	92.20	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	81.93	LMD #22
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	72.96	LMD #22
		Total Amount for 33 Line Item(s) from LMD #2	22	\$82,907.54	
LMD 22 - Co	ommon Benefit	<u>Area</u>			
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,590.07	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,687.89	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,975.00	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,073.86	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,412.97	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,866.52	LMD 22 - Common Benefit Area
94273	2/24/2016	COUNTY OF LOS ANGELES	RECYCLED WATER PLAN FEE	1,557.00	LMD 22 - Common Benefit Area
94302	2/24/2016	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	1,400.00	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,049.31	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	931.00	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	755.73	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	694.01	LMD 22 - Common Benefit Area
94234	2/17/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	395.00	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	275.42	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	151.63	LMD 22 - Common Benefit Area
94217	2/17/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	120.00	LMD 22 - Common Benefit Area
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	119.50	LMD 22 - Common Benefit Area



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		Total Amount for 17 Line Item(s) from LMD	22 - Common Benefit Area	\$35,054.91	
Media Oper	<u>cations</u>				
94179	2/12/2016	US BANK	VISA- AMAZON.COM	834.81	Media Operations
94228	2/17/2016	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.40	Media Operations
94179	2/12/2016	US BANK	VISA- SUPER MEDIA STORE	284.39	Media Operations
94179	2/12/2016	US BANK	VISA- BROADCAST SOFTWARE	249.00	Media Operations
94179	2/12/2016	US BANK	VISA- TV ACADEMY	200.00	Media Operations
94257	2/17/2016	VERIZON WIRELESS	TELEPHONE SERVICE	75.34	Media Operations
94182	2/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94182	2/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94182	2/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94182	2/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
94179	2/12/2016	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
94179	2/12/2016	US BANK	VISA- ADOBE CREATIVE CLOUD	49.99	Media Operations
94179	2/12/2016	US BANK	VISA- AMAZON.COM	28.99	Media Operations
94179	2/12/2016	US BANK	VISA- AMAZON.COM	26.99	Media Operations
		Total Amount for 14 Line Item(s) from Media	Operations	\$2,490.76	
Non-Depart	mental				
94232	2/17/2016	MOUNTAINS RESTORATION TRUST	HEADWATER CORNER O & M	20,000.00	Non-Departmental
94266	2/24/2016	CALABASAS FILM FESTIVAL, INC.	2016 FILM FESTIVAL SPONSORSHIP	15,000.00	Non-Departmental
94289	2/24/2016	NEOFUNDS BY NEOPOST	POSTAGE	3,519.80	Non-Departmental
94296	2/24/2016	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,812.46	Non-Departmental
94267	2/24/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JME16861	2,016.41	Non-Departmental
94179	2/12/2016	US BANK	VISA- STORAGE ETC	1,960.00	Non-Departmental
	2/24/2016	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,416.69	Non-Departmental
94208	2/24/2010				- · · · · - · · · · · · · · · · · · · ·
94268 94196			CANON COPIER LEASES	1.364.86	Non-Departmental
94196	2/17/2016 2/17/2016 2/17/2016	CANON FINANCIAL SERVICES INC EMPLOYMENT DEVELOPMENT	CANON COPIER LEASES UNEMPLOYMENT INSURANCE	1,364.86 1,287.00	Non-Departmental Non-Departmental
	2/17/2016	CANON FINANCIAL SERVICES INC		1,364.86 1,287.00 953.75	Non-Departmental
94196 94203	2/17/2016 2/17/2016	CANON FINANCIAL SERVICES INC EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	1,287.00	Non-Departmental Non-Departmental
94196 94203 94274 94179	2/17/2016 2/17/2016 2/24/2016 2/12/2016	CANON FINANCIAL SERVICES INC EMPLOYMENT DEVELOPMENT CR PRINT US BANK	UNEMPLOYMENT INSURANCE STOCK - ENVELOPES VISA- COFFEE WHOLESALE USA	1,287.00 953.75 454.44	Non-Departmental Non-Departmental Non-Departmental
94196 94203 94274	2/17/2016 2/17/2016 2/24/2016	CANON FINANCIAL SERVICES INC EMPLOYMENT DEVELOPMENT CR PRINT US BANK US BANK	UNEMPLOYMENT INSURANCE STOCK - ENVELOPES VISA- COFFEE WHOLESALE USA VISA- COSTCO	1,287.00 953.75 454.44 450.47	Non-Departmental Non-Departmental Non-Departmental Non-Departmental
94196 94203 94274 94179 94179	2/17/2016 2/17/2016 2/24/2016 2/12/2016 2/12/2016	CANON FINANCIAL SERVICES INC EMPLOYMENT DEVELOPMENT CR PRINT US BANK	UNEMPLOYMENT INSURANCE STOCK - ENVELOPES VISA- COFFEE WHOLESALE USA	1,287.00 953.75 454.44	Non-Departmental Non-Departmental Non-Departmental



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94199	2/17/2016	CR PRINT	MAILING LABELS	274.68	Non-Departmental
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	159.73	Non-Departmental
94179	2/12/2016	US BANK	VISA- AMAZON.COM	139.00	Non-Departmental
94179	2/12/2016	US BANK	VISA- TUSCA NOVA	127.19	Non-Departmental
94179	2/12/2016	US BANK	VISA- KEURIG	101.92	Non-Departmental
94179	2/12/2016	US BANK	VISA- RALPHS	66.43	Non-Departmental
94267	2/24/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
94179	2/12/2016	US BANK	VISA- RALPHS	29.95	Non-Departmental
		Total Amount for 23 Line Item(s) from Non-Dep	partmental	\$53,255.91	
<u>Payroll</u>					
94294	2/24/2016	PREFERRED BENEFIT	COBRA ADMINISTRATION SVCS	124.35	Payroll
94293	2/24/2016	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAR 16	72.00	Payroll
94294	2/24/2016	PREFERRED BENEFIT	COBRA ADMINISTRATION SVCS	15.75	Payroll
		Total Amount for 3 Line Item(s) from Payroll		\$212.10	
Police / Fire	/ Safety				
94223	2/17/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2016	350,150.25	Police / Fire / Safety
94223	2/17/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2016	15,160.01	Police / Fire / Safety
94223	2/17/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,201.60	Police / Fire / Safety
		Total Amount for 3 Line Item(s) from Police / Fi	ire / Safety	\$369,511.86	
Public Safety	y & Emergency	Preparedness			
94222	2/17/2016	KR NIDA CORPORATION	RADIO SERVICE	500.00	Public Safety & Emergency Preparedness
94179	2/12/2016	US BANK	VISA- MACKAY COMMUNICATIONS	468.34	Public Safety & Emergency Preparedness
94179	2/12/2016	US BANK	VISA- AED SUPERSTORE	215.64	Public Safety & Emergency Preparedness
	Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness		\$1,183.98		
Public Work	<u>ss</u>				
94197	2/17/2016	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,827.34	Public Works
94308	2/24/2016	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,420.00	Public Works
94256	2/17/2016	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works



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94301	2/24/2016	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,149.68	Public Works
94237	2/17/2016	RAINBOW SIGNS INC	BANNERS/SIGNS	997.35	Public Works
94284	2/24/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATEWAY	550.00	Public Works
94290	2/24/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	540.00	Public Works
94290	2/24/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	538.13	Public Works
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
94284	2/24/2016	LEMUS/ALBA//	CONSULTING SERVICES	430.00	Public Works
94198	2/17/2016	COUNTY SANITATION DISTRICT	REFUSE FEES- JAN 2016	346.43	Public Works
94179	2/12/2016	US BANK	VISA- TRAFFIC SAFETY WAREHOUSE	333.31	Public Works
94182	2/17/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
94255	2/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	262.00	Public Works
94255	2/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	262.00	Public Works
94211	2/17/2016	HANBALI/MAHER//	CONSULTING SERVICES	160.00	Public Works
94275	2/24/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	130.00	Public Works
94179	2/12/2016	US BANK	VISA- HOME DEPOT	127.67	Public Works
94201	2/17/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	100.00	Public Works
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	95.50	Public Works
94181	2/17/2016	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	95.00	Public Works
94278	2/24/2016	HANBALI/MAHER//	CONSULTING SERVICES	80.00	Public Works
94253	2/17/2016	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	76.50	Public Works
94179	2/12/2016	US BANK	VISA- GRAINGER	73.83	Public Works
94225	2/17/2016	LEGACY AWARDS	RIBBON CUTTING CEREMONY	65.40	Public Works
94245	2/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	52.54	Public Works
94188	2/17/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	38.46	Public Works
94257	2/17/2016	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
94179	2/12/2016	US BANK	VISA- HOME DEPOT	27.02	Public Works
		Total Amount for 31 Line Item(s) from Public W	orks	\$18,966.88	
Recoverable	/ Refund / Liab	<u>ility</u>			
94293	2/24/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	2,967.41	Recoverable / Refund / Liability
94293	2/24/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	1,080.00	Recoverable / Refund / Liability
94293	2/24/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	420.00	Recoverable / Refund / Liability
94285	2/24/2016	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 2/19/16	200.00	Recoverable / Refund / Liability
94293	2/24/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	187.54	Recoverable / Refund / Liability



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94210	2/17/2016	GUREWITZ/LORRIE//	RECREATION REFUND	80.00	Recoverable / Refund / Liability
94298	2/24/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 2/19/16	46.15	Recoverable / Refund / Liability
94190	2/17/2016	<b>B&amp;B WEST COAST INVESTMENTS</b>	REFUND BUILDING PERMIT	42.00	Recoverable / Refund / Liability
94282	2/24/2016	KNECHTLI/DIANE//	RECREATION REFUND	38.00	Recoverable / Refund / Liability
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATEWAY	-27.50	Recoverable / Refund / Liability
94270	2/24/2016	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-21,370.00	Recoverable / Refund / Liability
		Total Amount for 11 Line Item(s) from Recove	erable / Refund / Liability	\$-16,336.40	
Senior Cente	er Construction				
94270	2/24/2016	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	427,403.00	Senior Center Construction
94208	2/17/2016	GEODYNAMICS	SENIOR CENTER ENGINEERING	789.00	Senior Center Construction
		Total Amount for 2 Line Item(s) from Senior (	Center Construction	\$428,192.00	
Tennis & Sw	vim Center				
94304	2/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,687.38	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- RETOUR TENNIS	796.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- NATIONAL GYM SUPPLY	769.42	Tennis & Swim Center
94300	2/24/2016	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	714.92	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- LESLIE'S POOL SUPPLY	498.99	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- HOME DEPOT	469.16	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- OFFICE DEPOT	436.05	Tennis & Swim Center
94259	2/17/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	427.86	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- PATTERSON MEDICAL	374.29	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- CORNER BAKERY	296.00	Tennis & Swim Center
94272	2/24/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	292.01	Tennis & Swim Center
94246	2/17/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	277.20	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- PATTERSON MEDICAL	266.98	Tennis & Swim Center
94252	2/17/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- POWER SYSTEMS	224.69	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- PYRAMID PIPE & SUPPLY	196.19	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- US RESEARCH & CHEMICAL	182.64	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- SWIMOUTLET.COM	146.18	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- TRUE FITNESS TECH	128.02	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- AMECI PIZZA	106.19	Tennis & Swim Center
94215	2/17/2016	INTERNATIONAL ESPRESSO	COFFEE MACHINE REPAIRS	100.00	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94179	2/12/2016	US BANK	VISA- SMART & FINAL	94.27	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- AMAZON.COM	92.14	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- CRAIGSLIST.COM	90.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- LIFEGUARD STORE	86.44	Tennis & Swim Center
94215	2/17/2016	INTERNATIONAL ESPRESSO	COFFEE MACHINE REPAIRS	60.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- TOTAL GRAPHICS	54.50	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- SPORT CHALET	51.13	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- USTA	43.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- US MASTERS SWIM	40.00	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- RABI INC	36.41	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- RALPHS	27.42	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- RALPHS	24.46	Tennis & Swim Center
94179	2/12/2016	US BANK	VISA- FEDEX OFFICE	2.71	Tennis & Swim Center
		Total Amount for 34 Line Item(s) from Tennis &	& Swim Center	\$11,322.65	
Transportati	ion				
94243	2/17/2016	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	255,548.42	Transportation
94219	2/17/2016	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	27,562.98	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 16	23,022.19	Transportation
94249	2/17/2016	SUSTAINABLE SOLUTIONS SERVICES	STREET SIGN MEDIAN PROJECT	20,000.00	Transportation
94192	2/17/2016	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	13,449.92	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 16	11,035.00	Transportation
94220	2/17/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	9,150.00	Transportation
94213	2/17/2016	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE JAN 2016	7,346.00	Transportation
94262	2/24/2016	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,343.80	Transportation
94262	2/24/2016	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,285.45	Transportation
94245	2/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,374.03	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 16	3,230.12	Transportation
94206	2/17/2016	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD PROJ	2,574.50	Transportation
94263	2/24/2016	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- MAR 2016	1,925.00	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - FEB 16	790.54	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	618.75	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- FEB 16	511.07	Transportation
94179	2/12/2016	US BANK	VISA- REGAL THEATERS	433.00	Transportation
94288	2/24/2016	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	432.73	Transportation
94217	2/17/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	420.00	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94180	2/12/2016	SOLISTONE CARE, INC.	TEST SPOT	400.00	Transportation
94281	2/24/2016	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	360.00	Transportation
94307	2/24/2016	WESTERN HIGHWAY PRODUCTS, INC.	STREET SIGNS	358.95	Transportation
94179	2/12/2016	US BANK	VISA- UNION 76	240.42	Transportation
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	225.95	Transportation
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	204.70	Transportation
94261	2/17/2016	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	190.49	Transportation
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	179.80	Transportation
94201	2/17/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	160.00	Transportation
94179	2/12/2016	US BANK	VISA- HONDA OF T.O.	157.37	Transportation
94283	2/24/2016	LA DWP	METER SERVICE - TRAFFIC METER	138.67	Transportation
94275	2/24/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	130.00	Transportation
94179	2/12/2016	US BANK	VISA- HOME DEPOT	120.26	Transportation
94179	2/12/2016	US BANK	VISA- SHELL OIL	82.37	Transportation
94179	2/12/2016	US BANK	VISA- CHEVRON	80.77	Transportation
94179	2/12/2016	US BANK	VISA- MOBILE ASSETS	74.96	Transportation
94179	2/12/2016	US BANK	VISA- CHEVRON	65.33	Transportation
94179	2/12/2016	US BANK	VISA- RABI INC	46.33	Transportation
94179	2/12/2016	US BANK	VISA- MCCAIN	43.60	Transportation
94201	2/17/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Transportation
94275	2/24/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Transportation
94179	2/12/2016	US BANK	VISA- EXXON MOBIL	33.17	Transportation
94179	2/12/2016	US BANK	VISA- SHELL OIL	31.35	Transportation
94179	2/12/2016	US BANK	VISA- CONSUMER LINK	28.29	Transportation
94179	2/12/2016	US BANK	VISA- UNION 76	28.00	Transportation
94179	2/12/2016	US BANK	VISA- UNION 76	26.58	Transportation
94188	2/17/2016	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	26.50	Transportation
94179	2/12/2016	US BANK	VISA- RABI INC	23.80	Transportation
94179	2/12/2016	US BANK	VISA- EXXON MOBIL	8.00	Transportation
94305	2/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	4.89	Transportation
		Total Amount for 50 Line Item(s) from Transpor	rtation	\$394,604.05	
		GRAND TOTAL for 383 Line Items		\$1,467,498.17	

#### **FUTURE AGENDA ITEMS**

Agenda Headings Agenda Title/Future Agenda

23-Mar		
CD	Continued Public Hearing	Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)
cs	Consent	Amended and restated employment contract-cost of living adjustment for City Manager

#### **Future Items**

Department

AS	Presentation	Community Choice Aggregation Program
СС	New Business	Marijuana Ordinance
PS	New Business	Letter of support in regard to LA County pharmaceuticals and sharps and
		disposal
PW	New Business	Las Virgenes Road contruction update
PS	New Business	Introduction of ordinance regarding LA County Code Title 13
PW Consent Adoption of Resolution No. 2016-1498 autho		Adoption of Resolution No. 2016-1498 authorizing staff to submit a grant
		application to State Water Resources Control Board for Planning and Design
		of Citywide Green Street Project funded thru Proposition 1 - Storm Water
CD	New Business	Canyon Oaks
CC	Presentation	LMWD book donation
CC	Presentation	Girl Scouts recognition
CD	New Business	Plaque recommendations by the HPC
CC	Consent	Conflict of Interest Code update
CD	New Business	Discussion of Ridgeline Ordinance
PW	New Business	Environmental Commission review of programs/ordinances (smoking, plastic
		bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Public Works project process
CD	New Business	Banners at project sites/story pole policy change
CA	New Business	Call for Review process

#### **2016 CITY COUNCIL MEETING DATES**

Apr 13	Aug 24
Apr 27	Sep 14
May 11 -	Sep 28
Canceled -	
CCCA	
Conference	
May 25	Oct 12 - Canceled -
	Yom Kippur
Jun 8	Oct 26
Jun 22	Nov 9
Jul 13 -	Nov 23 - Canceled -
Canceled	Thanksgiving Eve
Jul 27 -	Nov 30 - Council
Canceled	Reorganization
Aug 10	Dec 14
	Dec 28 - Canceled