



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, MAY 28, 2014  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

The starting times listed for each agenda item should be considered a guideline only. The City Council reserves the right to alter the order of discussion in order to run an effective meeting. If you wish to assure yourself of hearing a particular discussion, please attend the entire meeting. You may speak on a closed session item prior to Council's discussion. To do so, please submit a speaker card to the City Clerk at least 5 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, please submit any letters or emails to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.

### **OPENING MATTERS – 7:00 P.M.**

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

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.**

### **PRESENTATIONS – 7:20 P.M.**

- Tribute in memory of Mrs. Kathleen Hill
- Book Donation by Las Virgenes Municipal Water District
- [Sheriff's Crime Report](#)

### **ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:00 P.M.**

### **CONSENT ITEMS – 8:10 P.M.**

1. [Approval of meeting minutes from May 13, 2014.](#)
2. [Annual update of the City's tobacco retailer registration program.](#)

3. [Adoption of Resolution No. 2014-1413, levying special taxes within the City of Calabasas Community Facilities District No. 2006-1; and adoption of Resolution No. 2014-1414, levying special taxes within the City of Calabasas Community Facilities District No. 98-1.](#)
4. [Adoption of Ordinance No. 2014-316, approving File No. 140000288, the pre-zoning of the West Agoura Road territory in conformance with the land use policies of the Calabasas 2030 General Plan and in coordination with submission of an application to the Los Angeles County Local Agency Formation Commission seeking annexation of the West Agoura Road area to the City of Calabasas.](#)
5. [Authorization to approve budgeted funding and change orders for Venco Western, Inc. in the amount of \\$1,376,685 for FYI 14-15 regular monthly landscape maintenance and authorized extra work in nine specified zones as part of Specification No. 10-11-02, landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.](#)
6. [Approval of contract with Venco Western, Inc. for the implementation of a Citywide Smart Irrigation Control System Project.](#)

**NEW BUSINESS – 8:25 P.M.**

7. [Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessment proceedings.](#)
8. [Ordinance amending Chapter 8.12 of the Calabasas Municipal Code to include electronic cigarettes within smoking prohibition.](#)
9. [Appointment of Council liaisons for West Agoura Road annexation.](#)

**INFORMATIONAL REPORTS – 9:10 P.M.**

10. [Check Register for the period of May 7-14, 2014.](#)

**TASK FORCE REPORTS – 9:15 P.M.**

**CITY MANAGER’S REPORT – 9:20 P.M.**

**FUTURE AGENDA ITEMS – 9:25 P.M.**

**ADJOURN – 9:30 P.M.**

The City Council will adjourn in memory of Mrs. Kathleen Bergin Hill to their next regular meeting scheduled on Wednesday, June 11, 2014, at 7:30 p.m.

A copy of the City Council agenda packet is available for review at City Hall and the Calabasas Library. Materials related to items on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 100 Civic Center Way, Calabasas, CA 91302, during normal business hours. Such documents are also available on the City of Calabasas website at [www.cityofcalabasas.com](http://www.cityofcalabasas.com) subject to the City staff's ability to post the documents before the meeting. The City of Calabasas, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (818) 224-1600, at least one business day prior to the scheduled meeting to ensure accommodations can be made.

# Calabasas Crime Report

May 28, 2014

# Calabasas Crime Report

<b>Crime</b>	<b>March 2014</b>	<b>YTD 2014</b>	<b>YTD 2013</b>	<b>Change</b>
Homicide	0	0	0	0
Rape	0	0	1	-1
Robbery	1	3	1	+2
Assault	1	2	0	+2
Arson	0	2	0	+2
Grand Theft Auto	1	2	0	+2
Domestic Violence- Felony	0	0	1	-1
Domestic Violence- Misdemeanor	3	14	6	+8

# Calabasas Crime Report

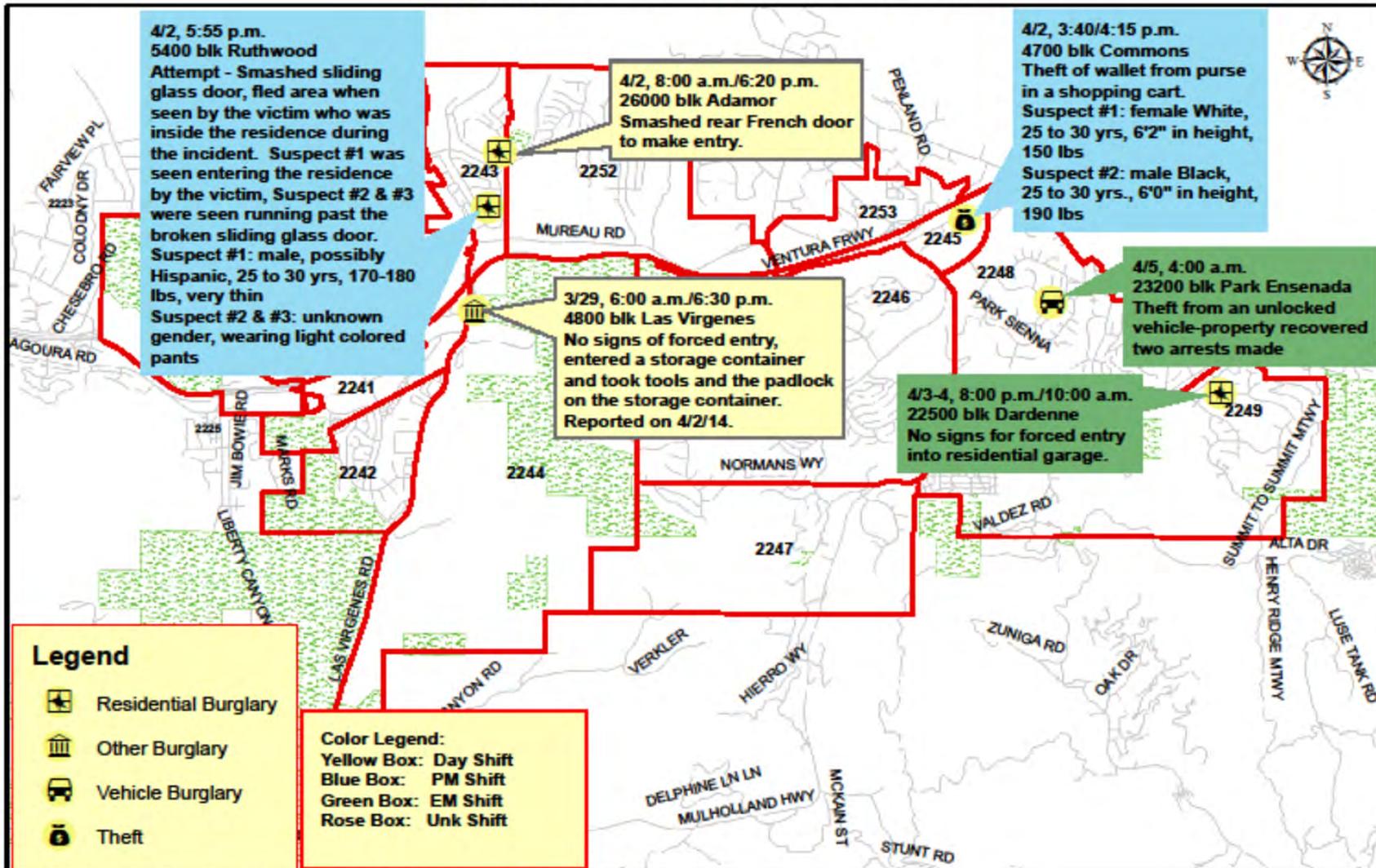
<b>Crime</b>	<b>March 2014</b>	<b>YTD 2014</b>	<b>YTD 2013</b>	<b>Change</b>
Burglary- Residential	2	13	22	-9
Burglary- Business	1	4	9	-5
Burglary- Vehicle (Locked)	0	14	13	+1
Theft- Grand (over \$950)	1	10	13	-3
Theft- Petty	3	17	26	-9
Theft- Unlocked Vehicle	1	13	10	+3



# Los Angeles County Sheriff's Department

## Malibu/Lost Hills Station: Calabasas

### Property Crime - April 1 to 6, 2014



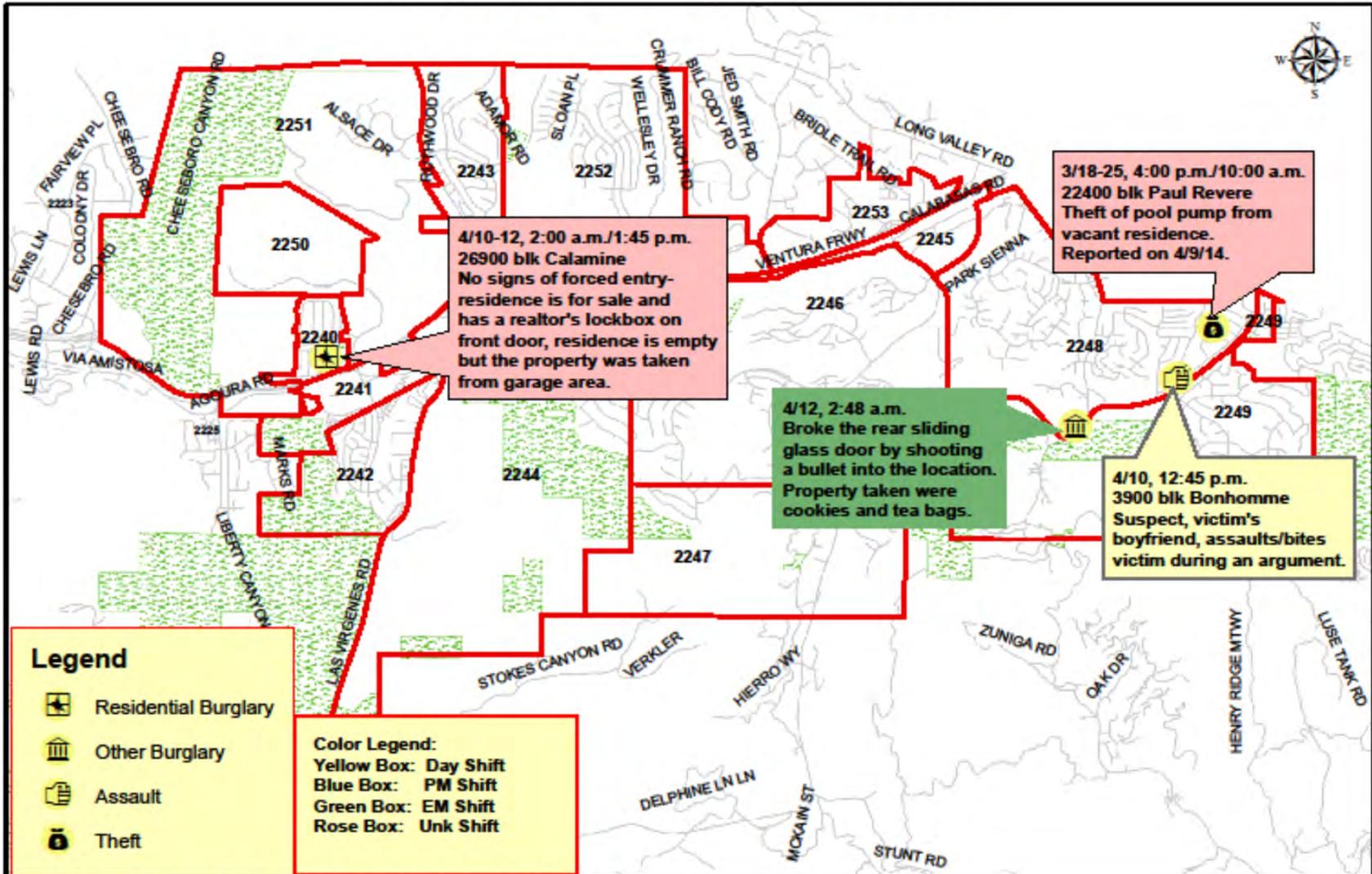
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



# Los Angeles County Sheriff's Department

## Malibu/Lost Hills Station: Calabasas

### Property Crime - April 7 to 13, 2014



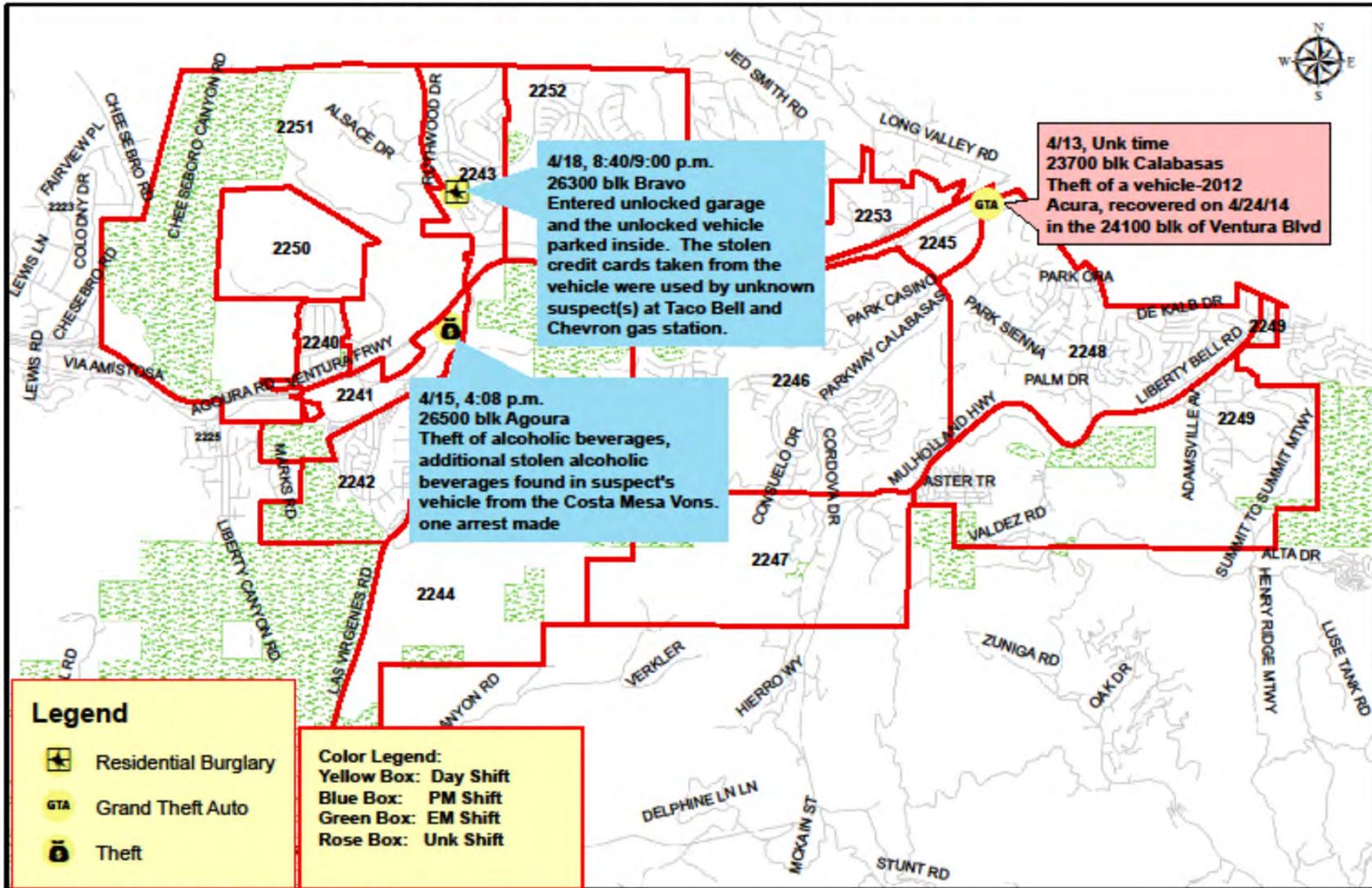
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



# Los Angeles County Sheriff's Department

## Malibu/Lost Hills Station: Calabasas

### Property Crime - April 14 to 20, 2014



INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



# Crime Tips

- Be alert
- Report suspicious activity immediately (cars driving slowly through neighborhood, unusual solicitors, etc)
- Lock your car
- Don't leave your keys in your car, even in your garage
- Don't leave valuables in plain view (GPS, packages, shopping bags, etc)
- Lock your doors

# Crime Tips

- Malibu/Lost Hills Sheriff Station
  - 818-878-1808
- Crime Stoppers
  - 800-222-TIPS (8477)
  - Web Tips [www.lacrimestoppers.com](http://www.lacrimestoppers.com)

# Calabasas Detectives

- Detective Ginni Alvarez  
818-878-5584
- Detective Jill Greenwood  
818-878-5541
- Detective Justin Solomon  
818-878-5542

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD TUESDAY, MAY 13, 2014**

Mayor Shapiro called the meeting to order at 7:04 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**ROLL CALL** Present: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian, Gaines and Maurer.  
Absent: None.  
Staff: Bartlett, Coroalles, Hernandez, Howard, Mirzakhaniyan, Tamuri and Yalda.

The Pledge of Allegiance was led by Nicholas Yalda.

**APPROVAL OF AGENDA**

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

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

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Bozajian:

- Extended appreciation to staff and the Calabasas Arts Council for a fantastic Fine Arts Festival held on May 3-4.
- Attended the Horizons at Calabasas senior housing pre-grand opening on May 10.

Mayor pro Tem Martin:

- Attended the very informative earthquake preparedness presentation on April 28.
- Attended the Chamber's wine tasting and silent auction on May 9.

Councilmember Maurer:

- Congratulated Lauren Morick and City staff on the wonderful Fine Arts Festival as well as the Chamber of Commerce for a fabulous wine tasting event.
- Welcomed Pierce College journalism students to the meeting.

Councilmember Gaines:

- Extended an invitation to the Chamber of Commerce Mayor's lunch on May 22.
- Extended an invitation to Calabasas Dodger Night on June 4.
- Provided some interesting facts from his recent trip abroad; and presented a platter to Mayor Shapiro from the City of Fez, Morocco.

Mayor Shapiro:

- Relay for Life is scheduled on May 17, at A.E. Right Middle School.
- Reiterated the invitation to Dodger Night on June 4.

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

No one expressed the desire to speak.

### **CONSENT ITEMS**

1. Approval of meeting minutes from April 23, 2014.
2. Adoption of Ordinance No. 2014-313 to substitute use of a public parking lot for the requirement to maintain offsite parking for a restaurant at 23538 Calabasas Road in the Commercial Old Town (CT) District and to accept the Planning Commission finding that acquisition of the property at 23577 Calabasas Road is consistent with the Calabasas General Plan. The project is categorically exempt from environmental review in accordance with Section 15301 (Class 1) Existing Facilities (E) Additions; 15303 (Class 3) (C and E) New Construction of Small Structures (A Restaurant and Accessory Structures); and Section 15311 (Class 11)(B) Small Parking Lots, of the California Environmental Quality Act (CEQA) Guidelines.
3. Recommendation to adopt Resolution No. 2014-1415, approving the new position of a full-time Public Works Maintenance Technician.

Councilmember Bozajian requested Consent Item No. 3 be pulled for separate discussion.

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1-2. MOTION CARRIED 5/0 as follows:**

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

**After discussion, Councilmember Maurer moved, seconded by Councilmember Bozajian to approve Consent Item No. 3. MOTION CARRIED 5/0 as follows:**

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

### **PUBLIC HEARING**

4. File No. 140000288, a proposal to accomplish the following: 1) A General Plan amendment to amend the Calabasas 2030 General Plan area boundary to include approximately 43.3 acres along West Agoura Road, East of Liberty Canyon Road, inclusive of five parcels and a portion of the Agoura Road right-of-way, and within the jurisdiction of unincorporated Los Angeles County, with concomitant amendments to exhibits and data to reflect current conditions; and 2) An Ordinance to pre-zone the 43.3 acre territory to Commercial Office (CO) and Open Space – Development Restricted (OS-DR) zones, with an overlay zone designation of Scenic Corridor (SC), in preparation for subsequent annexation of the territory.

Mayor Shapiro opened the public hearing.

Mr. Bartlett and Ms. Mirzakhania presented the report.

No one expressed the desire to speak on this item.

Mayor Shapiro closed the public hearing.

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

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

### **INFORMATIONAL REPORTS**

5. Check Register for the period of April 16-May 1, 2014.

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

### **TASK FORCE REPORTS**

Mayor pro Tem Martin reported that at the next Las Virgenes Council of Governments (COG) meeting John Sibert will be appointed as the COG's District 44 representative on SCAG's Regional Council. She also reported that the Bicycle Plan is now available online.

Mayor Shapiro reported that the School Area Traffic Safety Committee held its last meeting of the year. He extended appreciation to everyone involved in making area schools safe. He also reported that the Senior Task Force will be meeting on May 20 to discuss the Senior Center Enrichment Center.

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

Mr. Coroalles reported that the City Attorney is reviewing a letter of commitment from L.A. METRO in regard to reimbursement for the Park N Ride on Calabasas Road. Councilmember Bozajian requested staff to promote the availability of the Park N Ride when appropriate.

### **FUTURE AGENDA ITEMS**

Councilmember Bozajian requested a discussion regarding Council liaisons for West Agoura Road annexation for the May 28 meeting. He also requested that when the e-cigarette ordinance comes to Council, that it includes reference to sources in regard to second hand smoke issues.

Mayor Shapiro requested that the June 11 Council meeting start at 7:30 p.m. due to middle school culminations. He confirmed that the Council workshop will be held on Wednesday, June 18, at 6 p.m.

Councilmember Gaines congratulated all the Calabasas High Class of 2010, on their upcoming college graduation, including his daughter Ali Gaines from Cornell.

### **ADJOURN**

The meeting adjourned at 7:56 p.m. to the next regular meeting scheduled on Wednesday, May 28, 2014, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 19, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MICHAEL KLEIN, PLANNER *Michael Klein*

**SUBJECT:** ANNUAL UPDATE OF THE CITY'S TOBACCO RETAILER REGISTRATION PROGRAM.

**MEETING DATE:** MAY 28, 2014

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council receive and file this report.

**BACKGROUND:**

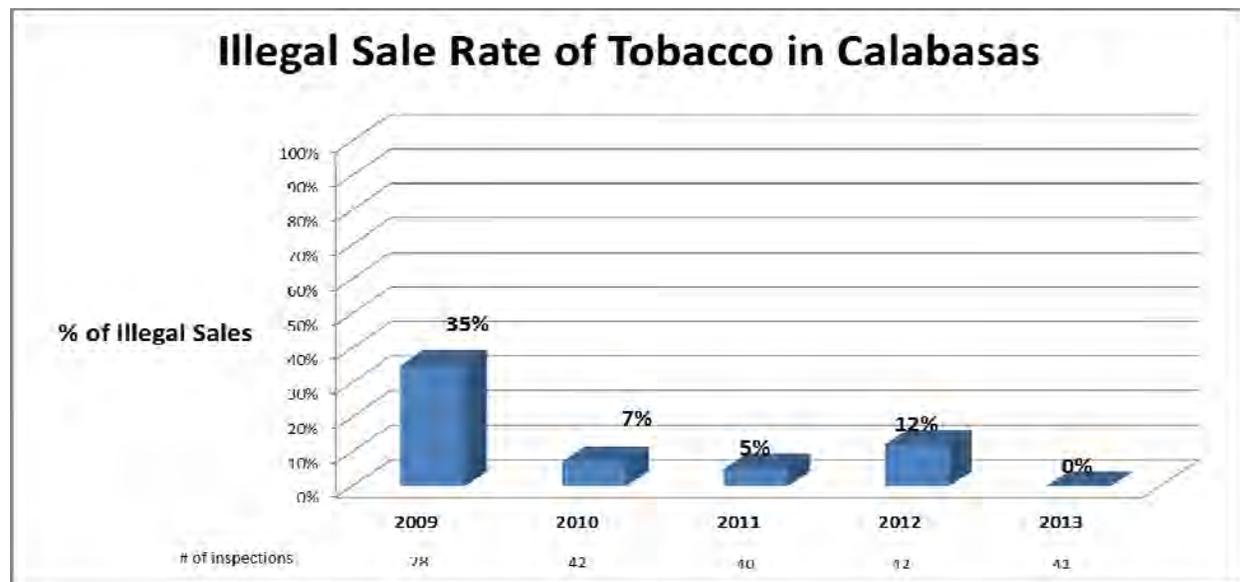
Adoption of Ordinance No. 2009-259 (Chapter 5.18 of the Calabasas Municipal Code) requires all tobacco retailers to be registered with the City in order to sell tobacco products. The Ordinance took effect on July 10, 2009. Registration is required annually, and there is no fee involved. It is unlawful for any retailer to sell tobacco products without current registration. In addition to requiring a valid registration, the ordinance prohibits retailers from selling tobacco products to minors (consistent with state law). The ordinance establishes policies and procedures for the regular monitoring of tobacco retailers by the City and Sheriff's Department, including the use of minors for sting operations. Any retailer who is found to be in violation of the ordinance and state law prohibiting the sale of tobacco to minors will be fined a minimum of \$1,000 and will have their registration (and, thus, their right to sell tobacco) revoked for a specified period of time.

Section 5.18.130(H) of the CMC requires the City Manager to give an annual report to the City Council regarding the enforcement of this ordinance. The report shall include: (i) the number of tobacco retailers found to have violated this chapter; (ii) the number of enforcement actions taken with respect to each tobacco retailer under Section 5.18.100, (iii) the cost to the city of enforcement of this chapter, and (iv) whether additional enforcement funds are needed and, if so, whether he or she recommends those funds be derived from the City's General Fund, fees imposed for the issuance of registrations under this chapter, or the proceeds of fines and penalties paid to the city under this chapter.

**DISCUSSION/ANALYSIS:**

In accordance with the requirements of Section 5.18.100 of the CMC, the Los Angeles County Sheriff's Department conducted three tobacco sting operations in the last year. No retailers were caught selling tobacco products to the minor decoys. As result, the illegal sale rate of tobacco decreased from twelve percent (12%) in 2012 to zero percent (0%) in 2013 (see table below).

Date of sting operation	No. of retailers targeted	No. of retailers that sold to minors	% of retailers engaged in illegal sales
5-29-13	14	0	0%
10-14-13	14	0	0%
1-10-14	13	0	0%
<b>Total:</b>	<b>41</b>	<b>0</b>	<b>0%</b>



Note: the illegal sale rate of tobacco is based on sales transactions made during official sting operations only.

The administration costs associated with registration under this ordinance are minimal. Staff sends a notice and registration form once a year to each retailer for them to renew their registration. This requires minimal staff time because there are only a handful of retailers. Tobacco sting operations are part of the City's contract with the LA County Sherriff's department and do not require additional funds to be conducted. The City does incur additional costs associated with staff time to process the revocation of a retailer's registration, as well as processing appeals when a retailer engages an attorney to challenge the revocation. However, these expenses are only incurred when a retailer violates the ordinance and are recovered from the \$1,000 fine and \$250 appeal fee. As a result, staff does not recommend any changes be made to the ordinance at this time.

**REQUESTED ACTION:**

Staff recommends that the City Council receive and file this report.

**ATTACHMENTS:**

Attachment A - Tobacco Retailer Status Sheet

Item 2 Attachment A



CITY of CALABASAS

Tobacco Retailer Status Sheet

No. of violations cumulative since date of Ordinance No. 2009-259 (July 10, 2009):

Retailer	Address	Current Registration	No. of Violations	Appeals
LAS VIRGENES MOBIL	4830 LAS VIRGENES RD	yes	0	n/a
<b>RITE-AID #6327</b>	<b>4710 COMMONS WAY</b>	<b>yes</b>	<b>1</b>	<b>no</b>
CALABASAS MOBIL	24025 CALABASAS RD	yes	0	n/a
<b>OAK SHELL</b>	<b>22295 MULHOLLAND HWY</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
HILTON GARDEN INN CALABASAS	24150 PARK SORRENTO	yes	0	n/a
<b>RALPHS #205</b>	<b>4754 COMMONS WAY</b>	<b>yes</b>	<b>2</b>	<b>no</b>
GELSON'S MARKETS	22277 MULHOLLAND HWY	yes	0	n/a
<b>CALABASAS UNOCAL CORPORATION</b>	<b>24115 CALABASAS RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>MAC CHEVRON</b>	<b>4807 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>7-ELEVEN STORE</b>	<b>4919 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
<b>VENTORO PRIMA GAS</b>	<b>4831 LAS VIRGENES RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
VILLAGE MARKET ALBERTSONS	5657 LAS VIRGENES RD	yes	0	n/a
SUPERMARKET	26521 AGOURA RD	yes	0	n/a
<b>TOBACCO ROYALE</b>	<b>26500 AGOURA RD</b>	<b>yes</b>	<b>1</b>	<b>yes</b>
MALIBU LIQUOR & WINE CELLAR INC.	4937 LAS VIRGENES RD	yes	0	n/a

As of January 2014



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 14, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER *Gary J. Lysik*  
LESLEY PELKA, CPA, ACCOUNTING SUPERVISOR *LP*

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2014-1413, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2006-1; AND ADOPTION OF RESOLUTION NO. 2014-1414, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1

**MEETING**

**DATE:** MAY 28, 2014

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**SUMMARY RECOMMENDATION:**

It is recommended that Council approve the attached Resolutions levying special taxes for the City of Calabasas Facilities Districts (CFD) 2006-1 and 98-1 for fiscal year 2014/15.

**BACKGROUND:**

1. The City formed the City of Calabasas Community Facilities District No. 2006-1 which authorized the levy of special taxes for specified parcels within the District (New Millennium Homes/Baldwin). The District was formed to refinance bonds previously issued in 2001 (CFD 2001-1 – The Oaks Mello-Roos) to finance a portion of the cost of construction and acquisition of public facilities of benefit to the property. The 2001-1 bond issue was refunded on May 16, 2006 under Special Tax Refunding Bonds, Series 2006 and the principal amount financed was \$26,535,000. The

District is in the 9<sup>th</sup> year of a 25 year term. CFD payments are not debts of the City.

2. The City also formed the City of Calabasas Community Facilities District No. 98-1 which authorized the levy of special taxes for specified parcels within the District (Calabasas Park Centre) in accordance with the Mello-Roos Community Facilities Act of 1982. The District was formed to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles. The principal amount financed was \$12,515,000 and the final maturity date is September 1, 2028. The District is in the 16<sup>th</sup> year of a 30 year term. CFD payments are not debts of the City.

**DISCUSSION/ANALYSIS:**

The attached resolutions will authorize the levy of the special taxes within the Community Facilities Districts for fiscal year 2014/15. The list of parcels subject to the special tax needs to be filed with the County by August 10, 2014 for placement on the tax roll.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None.

**REQUESTED ACTION:**

Staff requests that the City Council approve Resolution Nos. 2014-1413 and 2014-1414, levying special taxes for the City of Calabasas Facilities Districts 2006-1 and 98-1 respectively for fiscal year 2013/14.

**ATTACHMENTS:**

- A. Resolution No. 2014-1413
- B. Community Facilities District No. 2001-1 Levy Worksheet
- C. Resolution No. 2014-1414
- D. Community Facilities District No. 98-1 Levy Worksheet

**ITEM 3 ATTACHMENT A  
RESOLUTION NO. 2014-1413**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES  
WITHIN CITY OF CALABASAS COMMUNITY FACILITIES  
DISTRICT NO. 2006-1.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas (the "City") has formed City of Calabasas Community Facilities District No. 2006-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 2001-165, adopted by the City Council of the City on July 18, 2001, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2014/15.

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

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2014/15 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County Auditor/Controller, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2014/15.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2014/15 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2014/15 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**CITY OF CALABASAS**  
**Community Facilities District No. 2001-1**  
**Special Tax Refunding Bonds - Series 2006**  
**Fiscal Year 2014/2015 - Levy Worksheet**

Description	2014/15 Amount	2013/14 Amount	Increase/(Decrease)
Principal	\$855,000.00	\$820,000.00	\$35,000.00
Interest	932,397.50	966,017.50	(33,620.00)
<i>Subtotal</i>	\$1,787,397.50	\$1,786,017.50	\$1,380.00
Agency administrative costs	\$45,000.00	\$45,000.00	\$0.00
Trustee/Paying Agent costs	3,000.00	3,000.00	0.00
County collection fees (1)	182.75	182.75	0.00
Arbitrage calculation costs	2,250.00	2,250.00	0.00
Continuing disclosure costs (2)	1,766.26	1,766.26	0.00
Administration costs	18,017.77	18,034.24	(16.47)
Administration expenses	612.44	651.67	(39.23)
<i>Subtotal</i>	\$70,829.22	\$70,884.92	(\$55.70)
Special Tax B	\$78,827.34	\$78,767.50	\$59.83
Special Tax B Reimbursement	(78,767.50)	(78,855.00)	87.50
Escaped Levy	0.00	0.00	0.00
Delinquency Management Charges	0.00	0.00	0.00
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	0.00	0.00	0.00
Installment Rounding	0.00	0.00	0.00
<i>Subtotal</i>	\$59.84	(\$87.50)	\$147.33
<b>Total Annual Levy</b>	<b>\$1,858,286.56</b>	<b>\$1,856,814.92</b>	<b>\$1,471.63</b>
<b>County Apportionment (3)</b>	<b>\$1,858,103.81</b>	<b>\$1,856,632.17</b>	<b>\$1,471.63</b>
<b>Parcels</b>	<b>531</b>	<b>531</b>	<b>0</b>

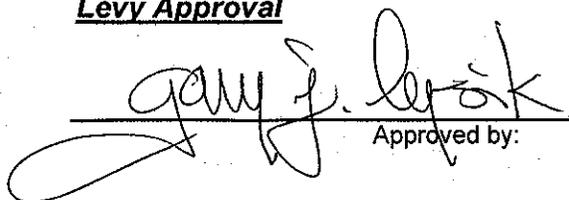
(1) The Los Angeles County collection charge for Fiscal Year 2014/15 is \$0.25 per parcel, plus \$50 per District.

(2) Includes Listed Event Notice Preparation and Dissemination for Fiscal Year 2013/14.

(3) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2014	4/30/2013	Notes
Special Tax Fund - City Held	\$2,095,131.62	\$1,985,930.71	
Special Tax Fund - Trustee Held	0.79	0.00	
Bond Fund	0.00	3.83	
Reserve Fund	1,788,888.67	1,788,910.72	
Administrative Expense Fund	4,067.14	2,942.05	
<b>Total</b>	<b>\$3,888,088.22</b>	<b>\$3,777,787.31</b>	

**Levy Approval**

  
 Approved by: \_\_\_\_\_

5/20/2014

Date

**ITEM 3 ATTACHMENT C  
RESOLUTION NO. 2014-1414**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES  
WITHIN CITY OF CALABASAS COMMUNITY FACILITIES  
DISTRICT NO. 98-1.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas, California (the "City"), has formed City of Calabasas Community Facilities District No. 98-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 99-138, adopted by the City Council of the City on January 20, 1999, as amended by Ordinance No. 99-139, adopted by the City Council of the City on February 3, 1999, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2014/15.

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

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2014/15 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County Auditor/Controller, a certified list of all parcels subject to the Special Tax levy

including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2014/15.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2014/15 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2014/15 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**CITY OF CALABASAS**  
**Community Facilities District No. 98-1**  
**Fiscal Year 2014/2015 - Levy Worksheet**

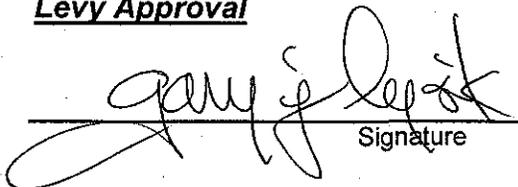
Description	2014/15 Amount	2013/14 Amount	Increase/(Decrease)
Principal	\$495,000.00	\$475,000.00	\$20,000.00
Interest	322,707.50	349,545.00	(26,837.50)
<i>Subtotal</i>	\$817,707.50	\$824,545.00	(\$6,837.50)
Agency administrative costs	\$21,400.00	\$21,400.00	\$0.00
Trustee/Paying Agent costs	4,000.00	4,000.00	0.00
County collection fees (1)	52.25	52.25	0.00
Arbitrage calculation costs	2,250.00	2,250.00	0.00
Continuing disclosure costs	1,773.04	1,773.04	0.00
Bond Administration	6,675.77	6,681.72	(5.95)
Administration expenses	226.92	241.45	(14.53)
Other costs / Rounding	0.00	0.00	0.00
<i>Subtotal</i>	\$36,377.98	\$36,398.46	(\$20.48)
Del. management charges	\$0.00	\$0.00	\$0.00
Manual adjustments	0.00	0.00	0.00
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	0.00	0.00	0.00
<i>Subtotal</i>	\$0.00	\$0.00	\$0.00
<b>Total Annual Levy</b>	<b>\$854,085.48</b>	<b>\$860,943.46</b>	<b>(\$6,857.98)</b>
<b>County Apportionment (2)</b>	<b>\$854,033.23</b>	<b>\$860,891.21</b>	<b>(\$6,857.98)</b>
No. of Parcels Levied	9	9	0

(1) The Los Angeles County collection charge for Fiscal Year 2014/15 is \$0.25 per parcel, plus \$50 per District.

(2) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2014	4/30/2013	Notes
Special Tax Fund - City held	\$1,409,985.86	\$1,351,393.05	
Special Tax Fund - Bank held	41.73	0.00	
Bond Fund	41.35	0.00	
Administrative Expense Fund	1,522.07	651.03	
Reserve Fund	759,166.51	774,330.56	
<b>Total</b>	<b>\$2,170,757.52</b>	<b>\$2,279,017.68</b>	

**Levy Approval**

  
 \_\_\_\_\_  
 Signature

5/20/2014  
 \_\_\_\_\_  
 Date



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

**DATE:** MAY 19, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TOM BARTLETT, AICP, CITY PLANNER *TB*  
TALYN MIRZAKHANIAN, SENIOR PLANNER *Talyn Mirzakhanian*

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2014-316, APPROVING FILE NO. 140000288, THE PRE-ZONING OF THE WEST AGOURA ROAD TERRITORY IN CONFORMANCE WITH THE LAND USE POLICIES OF THE CALABASAS 2030 GENERAL PLAN AND IN COORDINATION WITH SUBMISSION OF AN APPLICATION TO THE LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION SEEKING ANNEXATION OF THE WEST AGOURA ROAD AREA TO THE CITY OF CALABASAS.

**MEETING DATE:** MAY 28, 2014

**SUMMARY RECOMMENDATION:**

That the Council adopt Ordinance No. 2014-316 (Attachment A) approving the pre-zoning of the west Agoura Road territory to Commercial, Office (CO) and Open Space – Development Restricted (OS-DR), with an overlay zone designation of Scenic Corridor (SC).

**DISCUSSION:**

At the May 13, 2014 City Council meeting, Ordinance No. 2014-316 was introduced at a public hearing. It is now appropriate for this ordinance to be formally adopted. The ordinance will pre-zone the properties located within the proposed annexation area consistent with the land use policies of the City’s 2030 General Plan, and consistent with current land uses. The pre-zoning will not promote or trigger any future

development, and is therefore exempt from environmental review requirements of CEQA; a Notice of Exemption was prepared and filed.

**REQUESTED ACTION:**

Adoption of Ordinance No. 2014-316, approving File No. 140000288, the pre-zoning of the west Agoura Road territory in conformance with the land use policies of the Calabasas 2030 General Plan and in coordination with submission of an application to the Los Angeles County Local Agency Formation Commission seeking annexation of the west Agoura Road area to the City of Calabasas.

**ATTACHMENTS:**

Attachment A - Ordinance No. 2014-316

**ORDINANCE NO. 2014-316**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING FILE NO. 140000288, THE PRE-ZONING OF THE WEST AGOURA ROAD TERRITORY IN CONFORMANCE WITH THE LAND USE POLICIES OF THE CALABASAS 2030 GENERAL PLAN AND IN COORDINATION WITH SUBMISSION OF AN APPLICATION TO THE LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION SEEKING ANNEXATION OF THE WEST AGOURA ROAD AREA TO THE CITY OF CALABASAS.**

**WHEREAS**, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence, including, but not limited to, the City Planning Commission Resolution, Planning Division staff report and attachments, and public testimony, before making a final decision on May 13, 2014; and

**WHEREAS**, the City Council finds that the Pre-zoning is consistent with the goals, policies, and actions of the City of Calabasas 2030 General Plan and will not conflict with the 2030 General Plan; and

**WHEREAS**, the City Council finds that the Pre-zoning will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

**WHEREAS**, the proposed action complies with the provisions of the California Environmental Quality Act (CEQA) because the action is exempt from environmental review (Class 19 exemption under the CEQA Guidelines).

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

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

- A. Notice of the May 13, 2014 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
- B. Notice of the May 13, 2014 City Council public hearing was posted in the *Acorn* ten (10) days prior to the hearing.
- C. Notice of the May 13, 2014 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to the property owners, and to property owners of land located within 500 feet of the subject area.

- D. Notice of the May 13, 2014 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
- E. Following a public hearing on May 1, 2014, the Planning Commission approved Resolution No. 2014-566 recommending approval of the proposed Pre-zoning (File No. 140000288).

**Section 2.** In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Pre-zoning of the West Agoura Road area (File No. 140000288), as shown on the attached map (Attachment 1), for the purpose of establishing applicable zoning districts in accordance with the land use policies of the Calabasas 2030 General Plan, in coordination with submission of an application to the Los Angeles County Local Agency Formation Commission seeking annexation of the West Agoura Road area to the City of Calabasas.

Section 17.76.050(B) of the Calabasas Municipal Code allows the City Council to approve a pre-zoning of unincorporated territory (an amendment to the City's official Zoning Map) provided that the following findings are made:

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

This Ordinance is not effective unless and until the associated General Plan Amendment is adopted by City Council. The associated General Plan Amendment will amend the City's Plan Area Boundary to include the subject territory and will designate the subject territory as Business-Professional Office (B-PO) and Open Space – Resource Protection (OS-RP). These land use designations correspond with the proposed pre-zoning designations for each parcel within the subject territory. Accordingly, if this Ordinance becomes effective, the proposed pre-zoning will be consistent with the General Plan as provided in that Amendment.

The proposed pre-zoning designations of "Commercial Office – Scenic Corridor" and "Open Space-Development Restricted – Scenic Corridor" reflect the current land use patterns of the subject properties and the vested entitlements for the developed parcels, as accommodated under the jurisdiction of Los Angeles County. This is consistent with the statement on Page II-2 of the General Plan, which states, "... land uses in the areas being considered for future annexation would not be expected to change upon annexation." Given that the existing land use pattern will be retained and strengthened, with no further intensification of use, the pre-zoning is also consistent with Policy II-7 of the General Plan, which states "For any annexation territory, all vested entitlements shall be recognized and retained by the City upon annexation, unless otherwise

revised by mutual agreement of the City and the affected property owners, such that any revisions to vested entitlements will result in improved development patterns and conditions having less environmental impact.” The vested entitlements associated with the developed parcels will be retained.

The pre-zoning is also consistent with Policy III-1 of the General Plan, which states, *“Continue to acquire desirable lands for open space designation through dedications, purchases, and/or annexations,”* and Policy III-3, which states *“Partner with the Santa Monica Mountains Conservancy and the Mountains Restoration Trust in their development rights purchase programs to retire development rights for key properties within the City; support the efforts of the National Park Service and California Department of Parks and Recreation to expand areas devoted to regional open space within and adjacent to Calabasas”* (p III-8). Approximately 30 acres of the subject annexation territory is being pre-zoned as Open Space – Development Restricted and will therefore be protected as permanent open space. Furthermore, the City is working with the Santa Monica Mountains Recreation and Conservation Authority and the Santa Monica Mountains Conservancy to transfer property ownership or easements to either entity.

The pre-zoning is also consistent with Policy III-14, which states, *“Preserve all significant ridgelines and other significant topographic features such as canyons, knolls, rock outcroppings, and riparian woodlands”* (p. III-14). Also, Figure III-4 (on p. III-15) portrays significant ridgeline locations in and around the City, and one of the indicated ridgelines is depicted on or within the subject territory. The 30 acres of open space, which will be protected under the City’s strict open space zoning laws, are the principal location within the annexation area where the ridgeline exists. The ridgeline protections afforded under the City’s zoning ordinance will therefore also apply to the subject territory upon annexation.

The requested pre-zoning is a requirement for annexation of the subject territory. Policy II-5 states that, *“annexed areas must demonstrate a positive relationship between service costs and the revenues that will be generated subsequent to annexation for areas involving properties which are not schools, open space or other public facilities”* (p. II-3). The proposed annexation involves two developed commercial properties, open space properties, and a public roadway (Agoura Road). The collective assessed valuation for the territory is slightly greater than \$15,000,000 (per 2013 L. A. County Tax Assessor records), which is expected to generate approximately \$7,000 in annual property tax to the City. Also, the Los Angeles County Local Landscape Maintenance District No. 32 (a.k.a., the “Lost Hills Commercial LMD”) is fully contained within this area, and is proposed to be retained in place without any changes. The Lost Hills LMD exists for the purpose of maintaining slope repair infrastructure and drainage systems along the south side of Agoura Road, which

encompass all of Parcel No. 2064-005-015. The average annual costs for the slope maintenance work is approximately \$10,000, and the annual revenue generated by the district is approximately \$11,000. The anticipated revenues should be sufficient to handle future service costs, consistent with the General Plan policy.

For the reasons stated above, the proposed pre-zoning meets this finding.

2. *The proposed pre-zoning (Zoning Map Amendment) would not be detrimental to the public interest, health, safety, convenience, or welfare of the City;*

The proposed pre-zoning will not be detrimental to public interest, health, safety, convenience, or welfare because no changes in landforms or land uses are proposed as a part of this pre-zoning, and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety. Additionally, the Landscape Maintenance District will continue to maintain the existing slope improvements on the open space parcels.

The subject territory includes approximately 5.7 acres of public street right-of-way which is improved with a public street, sidewalks, storm drains, and class two bike lanes. Figure VI-2 in the 2030 General Plan depicts all existing and proposed bicycle facilities within and immediately nearby the City boundaries, and this map includes a depiction of the existing class II bike lanes along this particular roadway segment (between Liberty Canyon Road and the western city boundary line). The bike lanes will be preserved and maintained upon annexation, consistent with this policy. For these reasons, the proposed pre-zoning meets this finding.

3. *The proposed pre-zoning is in compliance with the provisions of the California Environmental Quality Act (CEQA);*

The project is exempt from review under CEQA because it involves the annexation of existing developed territory and parcels, and the pre-zoning of said territory commensurate with the established land use pattern and the City's 2030 General Plan (a Class 19 exemption under the CEQA Guidelines). Additionally, the proposed project is exempt from the CEQA pursuant to Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA. A Notice of Exemption (NOE) will be filed in compliance with the City's adopted CEQA Guidelines and California law. Therefore, the project meets this finding.

4. *The territory proposed for the pre-zoning is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land*

*uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.*

The territory proposed for the pre-zoning is physically suitable for the requested zoning designations of “Commercial Office – Scenic Corridor” and “Open Space-Development Restricted – Scenic Corridor” because it involves the annexation of existing developed parcels with associated roadway, sewer, and water infrastructure in place, and because the proposed pre-zoning designations are consistent with the existing land uses on each of the five parcels in the proposed annexation territory. The proposed zoning districts will ensure preservation of the existing land use pattern and will strengthen open space protection for the undeveloped properties. Given these circumstances, the proposed pre-zoning meets this finding.

**Section 3.** Severability Clause:

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

**Section 4.** Effective Date:

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

**Section 5.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk

\_\_\_\_\_  
Scott H. Howard, City Attorney

Attachment 1: Pre-zone Map



CITY of CALABASAS

### Zoning Map



0 0.0150.03 0.06 Miles

Pre-zone to Commercial Office

Pre-zone to Commercial Office

Pre-zone to Open Space - Development Restricted

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
<b>PD</b> Planned Development	<b>CB</b> Commercial, Business Park	<b>HM</b> Hillside/Mountainous	<b>-CH</b> Calabasas Highlands
<b>RS</b> Residential, Single-Family	<b>CL</b> Commercial, Limited	<b>OS</b> Open Space	<b>-OT</b> Old Topanga
<b>RM</b> Residential, Multi-Family <sup>a</sup>	<b>CMU</b> Commercial, Mixed Use	<b>REC</b> Recreation	<b>DP</b> Development Plan
<b>RMH</b> Residential, Mobile Home	<b>CO</b> Commercial, Office	<b>PF</b> Public Facility	
<b>RC</b> Rural Community	<b>CR</b> Commercial, Retail	<b>OS-DR</b> Open Space - Development Restricted	
<b>RR</b> Rural Residential	<b>CT</b> Commercial, Old Town		

<sup>a</sup> The number following the RM label indicates the maximum density for the area; D is for density.  
<sup>b</sup> The number following the CMU label indicates the maximum FAR for the area.

On January 27, 2010, City Council adopted Ordinance 2010-265 regarding this zoning map.  
 Updates: Meet & Consume Action Item 8-11-11 Ord No. 2012-287 5-23-12

\*This map does not include all Pre-zoned areas.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 19, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER**

**SUBJECT: AUTHORIZATION TO APPROVE BUDGETED FUNDING AND CHANGE ORDERS FOR VENCO WESTERN, INC. IN THE AMOUNT OF \$1,376,685.00 FOR FY 2014-15 REGULAR MONTHLY LANDSCAPE MAINTENANCE AND AUTHORIZED EXTRA WORK IN NINE SPECIFIED ZONES AS PART OF SPECIFICATION NO. 10-11-02 LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREAS OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22.**

**MEETING DATE: MAY 28, 2014**

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**SUMMARY RECOMMENDATION:**

Authorization to approve annual budgeted funding for FY 2014-15 and change orders for Venco Western, Inc. in the amount of \$1,376,685.00 for authorized extra work and funding of the fourth year of the contracts in nine specified zones as part of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

**BACKGROUND:**

Nine landscape maintenance two year contracts with three one year extensions, for a total of five years were awarded to Venco Western, Inc. and became effective June 16, 2011.

The cost of certain additional work is covered in the bid specification under the Unit Price List and is considered to be Extra Work. The city’s landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, in order to maintain Landscape Maintenance District 22 and Landscape Lighting act District 22 landscape in quality condition, it is projected that \$723,700.00 will be required to fund authorized extra work (see cost breakout charts below).

In addition, \$652,985.00 is requested to fund the fourth year of the approved contract, which this year includes an annual CPI increase of 1.08%.

The total cost of authorized extra work and fourth year contract funding is \$1,376,685.00.

**Landscape Lighting Act District 22**

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	TOTAL Authorized Extra Work	Fourth Year of Contract	
4 – Bellagio	500	12,000	12,70	0	0	0	8,000	1,000	34,200	57,445	
6 – Calabasas Hills	4,000	40,000	52,200	2,000	10,000	11,000	35,000	20,000	174,200	148,407	
7 – Classic Calabasas Park	1,000	30,000	27,200	10,000	3,000	3,000	30,000	45,000	149,200	67,139	
11 – Las Villas	2,500	11,000	10,000	1,000	3,000	3,000	31,100	4,000	65,600	34,858	
20 – Westridge	0	15,800	5,000	0	0	0	30,000	1,000	51,800	54,351	
									<b>Subtotal</b>	<b>475,000</b>	<b>362,200</b>

## Landscape Maintenance District 22

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	TOTAL Authorized Extra Work	Fourth Year of Contract	
CBA-1	1,000	20,000	15,000	2,000	2,000	3,000	20,000	8,200	71,200	113,548	
CBA-4	0	15,000	22,000	1,000	1,000	1,000	7,000	3,000	50,000	36,395	
CBA-5	500	20,000	34,500	2,000	8,000	3,000	25,000	6,000	99,000	67,346	
CBA-6	0	10,000	4,800	700	2,000	2,000	7,000	2,000	28,500	73,496	
									Subtotal	248,700	290,785
									Subtotal	723,700	652,985
<b>GRAND TOTAL</b>									<b>1,376,685</b>		

**FISCAL IMPACT/SOURCE OF FUNDING:**

Fund: 22-322 – Landscape Maintenance District #22

These funds exist in each landscape maintenance district and landscape lighting act district Zone’s budgets. Staff requests the funding be approved and the budget be adjusted accordingly.

**REQUESTED ACTION:**

Authorization to approve annual budgeted funding and change orders for Venco Western, Inc. in the amount of \$1,376,685.00 for authorized extra work and funding of the fourth year of the contracts in nine specified zones as part of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

**ATTACHMENTS:**

Attachment 1: Change Order No. 4 for Landscape Lighting Act District 22 Zones 4, 6, 7, 11, & 20, and Landscape Maintenance District 22 Zones 21, 24, & 26; Change Order No. 5 for Zone 25.

Attachment 2: Articles of Agreement: Landscape Lighting Act District 22 Zones 4, 6, 7, 11, & 20 and Landscape Maintenance District 22 Zones 21, 24, 25, & 26.



Item 5 Attachment 1

**BASE CONTRACT AMOUNT** \$ 54,265.30  
**CHANGE ORDER #1** (+) \$ 37,636.00  
**CHANGE ORDER #2** (+) \$ 81,214.00  
**CHANGE ORDER #3** (+) \$ 80,831.00  
**CHANGE ORDER #4** (+) \$ 91,645.00  
**ADJUSTED CONTRACT AMOUNT** \$ 345,591.30  
**SPECIFICATION NO.:** 10-11-02

**CONTRACT CHANGE ORDER NO.:** 4  
**DATE:** 5/28/2014

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
**OWNER:** City of Calabasas  
**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 4 Bellagio HOA:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 57,445		365
<b>Zone 4 Bellagio HOA:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 34,200		
	<b>\$ 91,645</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 91,645**

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro : _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



<b>BASE CONTRACT AMOUNT</b>	\$ 107,242.10	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>4</b>
<b>CHANGE ORDER #1</b>	(+) \$ 70,958.00	<b>DATE:</b>	<b>5/28/2014</b>
<b>CHANGE ORDER #2</b>	(+) \$ 192,605.00		
<b>CHANGE ORDER #3</b>	(+) \$ 202,335.00		
<b>CHANGE ORDER #4</b>	(+) \$ 184,748.00		
<b>ADJUSTED CONTRACT AMOUNT</b>	\$ 757,888.10		
<b>SPECIFICATION NO.:</b>	<b>10-11-02</b>		

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22

**OWNER:** City of Calabasas

**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>ZONE 21 CBA-1:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 113,548		<b>365</b>
<b>ZONE 21 CBA-1:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 71,200		
	<b>\$ 184,748</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 184,748**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



<b>BASE CONTRACT AMOUNT</b>	\$ 136,548.76	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>4</b>
<b>CHANGE ORDER #1</b>	(+) \$ 139,938.00	<b>DATE:</b>	<b>5/28/2014</b>
<b>CHANGE ORDER #2</b>	(+) \$ 282,195.00		
<b>CHANGE ORDER #3</b>	(+) \$ 248,821.00		
<b>CHANGE ORDER #4</b>	(+) \$ 322,607.00		
<b>ADJUSTED CONTRACT AMOUNT</b>	\$ 1,130,109.76		
<b>SPECIFICATION NO.:</b>	<b>10-11-02</b>		

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22

**OWNER:** City of Calabasas

**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 6 Calabasas Hills HOA:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 148,407		365
<b>Zone 6 Calabasas Hills HOA:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 174,200		
	<b>\$ 322,607</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 322,607**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



**BASE CONTRACT AMOUNT** \$ 26,434.58  
**CHANGE ORDER #1** (+) \$ 45,765.00  
**CHANGE ORDER #2** (+) \$ 76,640.00  
**CHANGE ORDER #3** (+) \$ 70,466.00  
**CHANGE ORDER #4** (+) \$ 86,395.00  
**ADJUSTED CONTRACT AMOUNT** \$ 305,700.58  
**SPECIFICATION NO.:** 10-11-02

**CONTRACT CHANGE ORDER NO.:** 4  
**DATE:** 5/28/2014

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
**OWNER:** City of Calabasas  
**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 24 CBA-4:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08% (includes additional Landscape and Hardscape Maintenance of New Medians, Roundabouts and Parkways on Park Sorrento	\$ 36,395		365
<b>Zone 24 CBA-4:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 50,000		
	<b>\$ 86,395</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 86,395**

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



**BASE CONTRACT AMOUNT** \$ 69,410.68 **CONTRACT CHANGE ORDER NO.:** 4  
**CHANGE ORDER #1** (+) \$ 32,258.00 **DATE:** 5/28/2014  
**CHANGE ORDER #2** (+) \$ 98,764.00  
**CHANGE ORDER #3** (+) \$ 108,211.00  
**CHANGE ORDER #4** (+) \$ 101,996.00  
**ADJUSTED CONTRACT AMOUNT** \$ 410,639.68  
**SPECIFICATION NO.:** 10-11-02

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and  
 Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
**OWNER:** City of Calabasas  
**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 26 CBA-6:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 73,496		365
<b>Zone 26 CBA-6:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 28,500		
	<b>\$ 101,996</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 101,996**

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



<b>BASE CONTRACT AMOUNT</b>	\$ 63,427.38	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>4</b>
<b>CHANGE ORDER #1</b>	(+) \$ 149,872.00	<b>DATE:</b>	<b>5/28/2014</b>
<b>CHANGE ORDER #2</b>	(+) \$ 216,100.00		
<b>CHANGE ORDER #3</b>	(+) \$ 228,422.00		
<b>CHANGE ORDER #4</b>	(+) \$ 216,339.00		
<b>ADJUSTED CONTRACT AMOUNT</b>	\$ 874,160.38		
<b>SPECIFICATION NO.:</b>	<b>10-11-02</b>		

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22

**OWNER:** City of Calabasas

**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 7 Classic Calabasas Park HOA:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 67,139		<b>365</b>
<b>Zone 7 Classic Calabasas Park HOA:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 149,200		
	<b>\$ 216,339</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 216,339**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



**BASE CONTRACT AMOUNT** \$ 32,890.42      **CONTRACT CHANGE ORDER NO.:** 4  
**CHANGE ORDER #1** (+) \$ 64,528.00      **DATE:** 5/28/2014  
**CHANGE ORDER #2** (+) \$ 83,269.00  
**CHANGE ORDER #3** (+) \$ 87,986.00  
**CHANGE ORDER #4** (+) \$ 100,458.00  
**ADJUSTED CONTRACT AMOUNT** \$ 369,131.42  
**SPECIFICATION NO.:** 10-11-02

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and  
 Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
**OWNER:** City of Calabasas  
**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 11 Las Villas HOA:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 34,858		365
<b>Zone 11 Las Villas HOA:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 65,600		
	<b>\$ 100,458</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 100,458**

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



<b>BASE CONTRACT AMOUNT</b>	\$ 51,347.60	<b>CONTRACT CHANGE ORDER NO.:</b>	<b>4</b>
<b>CHANGE ORDER #1</b>	(+) \$ 55,706.00	<b>DATE:</b>	<b>5/28/2014</b>
<b>CHANGE ORDER #2</b>	(+) \$ 152,719.00		
<b>CHANGE ORDER #3</b>	(+) \$ 106,770.00		
<b>CHANGE ORDER #4</b>	(+) \$ 106,151.00		
<b>ADJUSTED CONTRACT AMOUNT</b>	\$ 472,693.60		
<b>SPECIFICATION NO.:</b>	<b>10-11-02</b>		

**PROJECT TITLE:** Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22

**OWNER:** City of Calabasas

**CONTRACTOR:** Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 20 Westridge HOA:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 54,351		365
<b>Zone 20 Westridge HOA:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 51,800		
	<b>\$ 106,151</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 106,151**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



BASE CONTRACT AMOUNT		\$ 63,595.16
CHANGE ORDER #1	(+)	\$ 68,205.00
CHANGE ORDER #2	(+)	\$ 136,899.00
CHANGE ORDER #3	(+)	\$ 87,000.00
CHANGE ORDER #4	(+)	\$ 138,226.00
CHANGE ORDER #5		\$ 166,346.00
ADJUSTED CONTRACT AMOUNT		\$ 660,271.16

CONTRACT CHANGE ORDER NO.: 5  
DATE: 5/28/2014

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22  
OWNER: City of Calabasas  
CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>Zone 25 CBA-5:</b> Covers the cost of FY 2014-2015 Landscape Maintenance Contract. Includes an annual CPI increase of 1.08%.	\$ 67,346		365
<b>Zone 25 CBA-5:</b> This Change Order will cover the cost of FY 2014-2015 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 99,000		
	<b>\$ 166,346</b>	<b>\$ -</b>	<b>365</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 166,346**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

**CHANGES:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.

**CONTRACT AGREEMENT****LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA****(2-Year Contract)****(SPECIFICATION NO. 10-11-02)****SPRING 2011**

THIS CONTRACT AGREEMENT is made and entered into for the **ZONE 4, BELLAGIO-PARK VERDI HOMEOWNERS ASSOCIATION** section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

**ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

**ARTICLE III**

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

**ARTICLE IV**

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

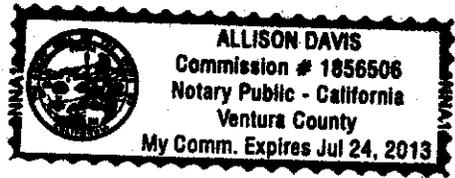
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562 295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~27~~ AGENCY: James R. Bozajian 6/15/11  
James R. Bozajian, Mayor Date

ATTESTED: Gwen Peirce 6/16/11  
Gwen Peirce, CMC, City Clerk Date

APPROVED AS TO FORM: Yana Welinder 6/3/11  
Yana Welinder, City Attorney Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.  
AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*David D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

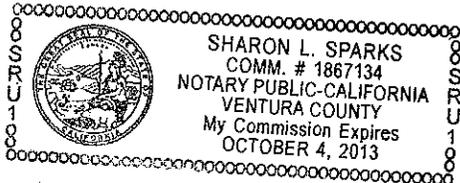
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011 by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

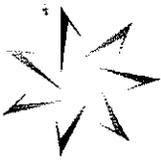
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

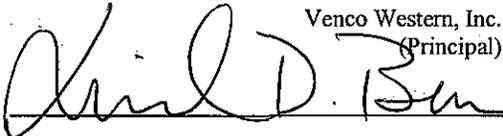
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

By: \_\_\_\_\_  
City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

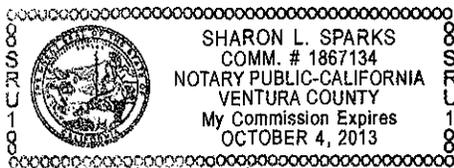
On 06/01/11 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

**TITLES(S)**

**TITLE OR TYPE OF DOCUMENT**

- PARTNERS
- LIMITED
- GENERAL

**NUMBER OF PAGES**

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DATE OF DOCUMENT**

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**SIGNER(S) OTHER THAN NAMED ABOVE**

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRDUCER <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: <b>Helen F Westfall</b>	
	PHONE (A/C No. Ext): <b>805.585.6124</b>	FAX (A/C No.): <b>805.585.6224</b>
INSURED <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	E-MAIL ADDRESS: <b>hwestfall@twiw.com</b>	
	PRODUCER CUSTOMER ID #:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Admiral Ins Co</b>		<b>24856</b>
INSURER B: <b>American States Ins Co</b>		<b>19704</b>
INSURER C: <b>RSUI Indemnity Co</b>		
INSURER D: <b>Everest National Ins Co</b>		<b>10120</b>
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-07 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

## CERTIFICATE HOLDER

(818) 878-4205

City of Calabasas  
Attn: Tina Wallace  
100 Civic Center Way  
Calabasas, CA 91302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koeppe  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 6, CALABASAS HILLS AND CALABASAS HILLS ESTATES HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

**ARTICLE XIV**

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

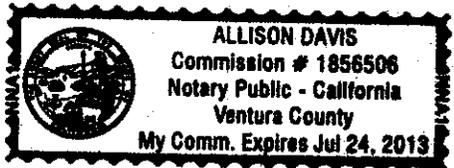
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~BE~~ AGENCY: James R. Bozajian 6/15/11  
James R. Bozajian, Mayor Date  
ATTESTED: Gwen Peirce 6/16/11  
Gwen Peirce, CMC, City Clerk Date  
APPROVED AS TO FORM: Yana Welinder 6/8/2011  
Yana Welinder, City Attorney Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.  
AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;  
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
Neil D. Bu

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
M. Linda Terry M. Linda Terry, Attorney-in-Fact

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

SHARON L. SPARKS  
COMM. # 1867134  
NOTARY PUBLIC-CALIFORNIA  
VENTURA COUNTY  
My Commission Expires  
OCTOBER 4, 2013



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

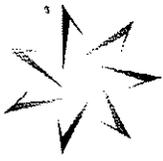
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

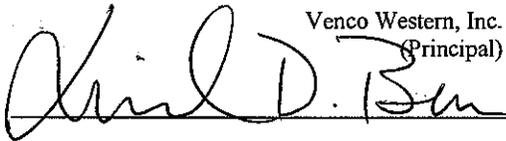
**The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.**

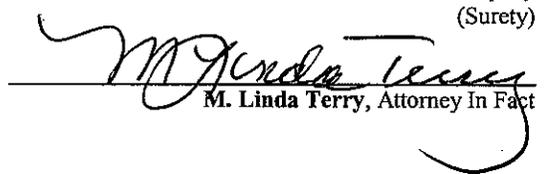
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.  
(Principal)

By:  Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney in Fact

City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

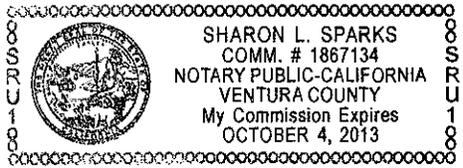
State of: California  
 County of: Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
 personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
 Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). **Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.**
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. **Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.**
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. **Appointed Myra Turek to PRE and Bob Lia to Planning Commission.**

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. **No Action Taken.**

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: <b>Helen F Westfall</b>	
	PHONE (A/C, No, Ext): <b>805.585.6124</b> FAX (A/C, No): <b>805.585.6224</b> E-MAIL ADDRESS: <b>hwestfall@twiw.com</b> PRODUCER CUSTOMER ID #:	
INSURED <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Admiral Ins Co</b>	<b>24856</b>
	INSURER B: <b>American States Ins Co</b>	<b>19704</b>
	INSURER C: <b>RSUI Indemnity Co</b>	
	INSURER D: <b>Everest National Ins Co</b>	<b>10120</b>
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-D7 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

<b>CERTIFICATE HOLDER</b>  (818) 878-4205  City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 7, CALABASAS PARK HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

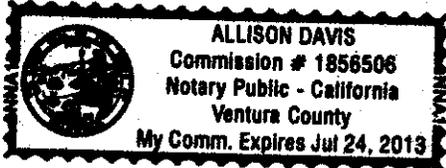
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~BY~~

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor 6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk 6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney 6/3/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
Neil D. Bu

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
M. Linda Terry M. Linda Terry, Attorney-in-Fact

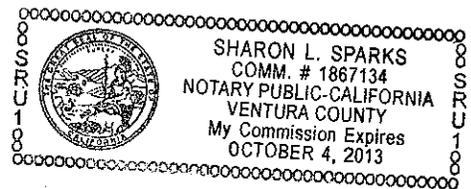
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



MAINTENANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to Venco Western, Inc., as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of \*\* See Below Dollars (\$ 302,580.99 ), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. \*\* Three Hundred Two Thousand Five Hundred Eighty and 99/100

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April, 2011.

CONTRACTOR*	<u>Venco Western, Inc.</u> <u>2400 Eastman, Oxnard CA 93030 (805)981-2400</u> <u><i>[Signature]</i></u>
SURETY*	<u>Arch Insurance Company</u> <u>865 S. Figueroa St. 27th Floor, Los Angeles CA 90017 (213)283-3513</u> <u><i>[Signature]</i></u> <u>M. Linda Terry Attorney-in-Fact</u>

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

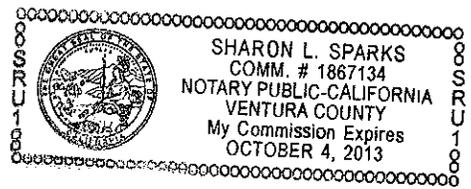
State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 15th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*[Signature]*  
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

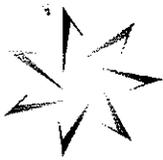
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc.as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

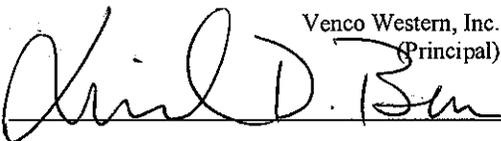
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

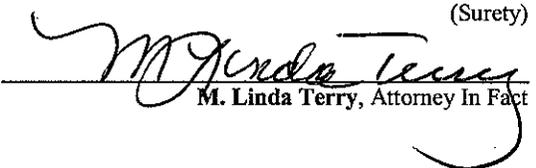
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

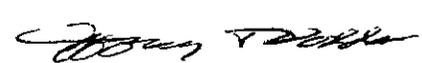
<b>PRODUCER</b> <b>TWIW Insurance Services, LLC - Lic #OE52073</b> <b>196 S. Fir Street</b> <b>P.O. Box 1388</b> <b>Ventura CA 930021388</b>	<b>CONTACT NAME:</b> Helen F Westfall <b>PHDNE (A/C, No, Ext):</b> 805.585.6124 <b>FAX (A/C, No):</b> 805.585.6224 <b>E-MAIL ADDRESS:</b> hwestfall@twiw.com <b>PRODUCER CUSTOMER ID #:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Ins Co <b>NAIC #</b> 24856 <b>INSURER B:</b> American States Ins Co <b>NAIC #</b> 19704 <b>INSURER C:</b> RSUI Indemnity Co <b>INSURER D:</b> Everest National Ins Co <b>NAIC #</b> 10120 <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Venco Western Inc.</b> <b>2400 Eastman</b> <b>Oxnard CA 93030</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 11/12 GL/AU/XS/WC/AU XS      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-07 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

<b>CERTIFICATE HOLDER</b>  <b>(818) 878-4205</b>  <b>City of Calabasas</b> <b>Attn: Tina Wallace</b> <b>100 Civic Center Way</b> <b>Calabasas, CA 91302</b>	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <b>Jeff Dodds/HFW</b> 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 11, LAS VILLAS HOMEOWNERS ASSOCIATION section of the above stated project this 25 day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

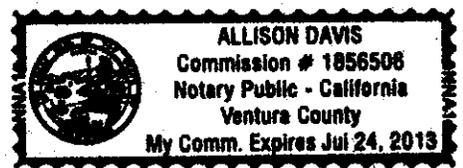
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)  
Contractor's License No. C-27 562295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



~~BY~~

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor

6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: Yana Weinder  
Yana Weinder,  
City Attorney

6/2/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.  
AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;  
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
*Neil D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

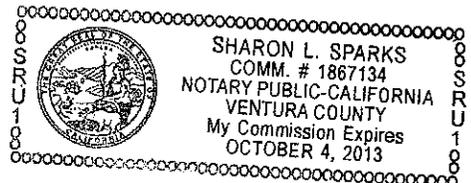
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

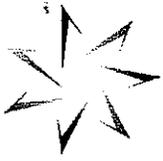
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

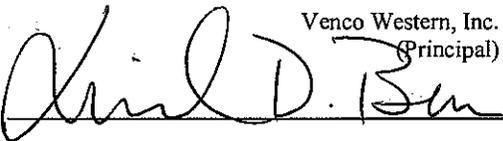
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**  
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

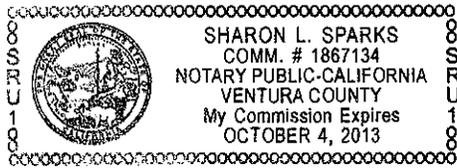
State of: California  
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRDUCER <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: <b>Helen F Westfall</b>	
	PHONE (A/C, No, Ext): <b>805.585.6124</b> FAX (A/C, No): <b>805.585.6224</b> E-MAIL ADDRESS: <b>hwestfall@twiw.com</b> PRODUCER CUSTDMER ID #:	
INSURED <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Admiral Ins Co</b>	<b>24856</b>
	INSURER B: <b>American States Ins Co</b>	<b>19704</b>
	INSURER C: <b>RSUI Indemnity Co</b>	
	INSURER D: <b>Everest National Ins Co</b>	<b>10120</b>
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-07 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

### CERTIFICATE HOLDER

(818) 878-4205

City of Calabasas  
Attn: Tina Wallace  
100 Civic Center Way  
Calabasas, CA 91302

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 20, WESTRIDGE HOMEOWNERS ASSOCIATION section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

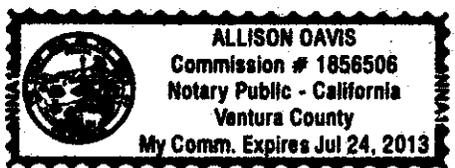
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)

Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~AGENCY:~~ James R. Bozajian  
James R. Bozajian,  
Mayor 6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk 6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney 6/8/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*David D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

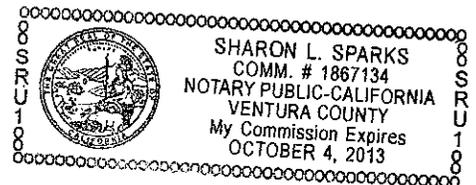
State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011 by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

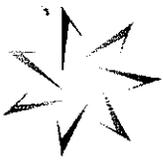
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

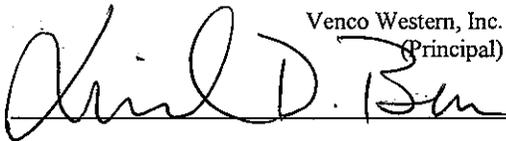
**The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.**

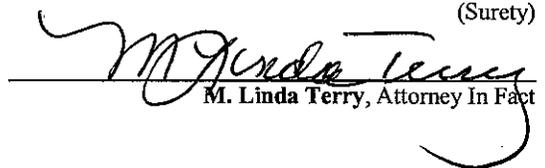
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

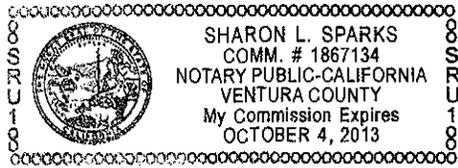
State of: California  
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>TWIIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: <b>Helen F Westfall</b>		
	PHONE (A/C, No, Ext): <b>805.585.6124</b>	FAX (A/C, No): <b>805.585.6224</b>	
E-MAIL ADDRESS: <b>hwestfall@twiiw.com</b>			
PRODUCER CUSTOMER ID #:			
INSURED  <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Admiral Ins Co</b>		<b>24856</b>
	INSURER B: <b>American States Ins Co</b>		<b>19704</b>
	INSURER C: <b>RSUI Indemnity Co</b>		
	INSURER D: <b>Everest National Ins Co</b>		<b>10120</b>
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
D	WDRKRS COMPENSATION AND EMPLOYERS' LIABILITY		7600006271101	11/01/2010	11/01/2011	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

<b>CERTIFICATE HOLDER</b>  (818) 878-4205  City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Jeff Dodds/HFW
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages).

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 21, Common Benefit Area One (CBA-1) section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

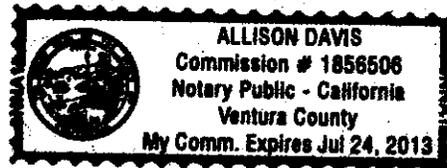
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)

Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~BY~~ AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor

6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney

6/3/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*David D. Bu*

Surety\* Arch Insurance Company, 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

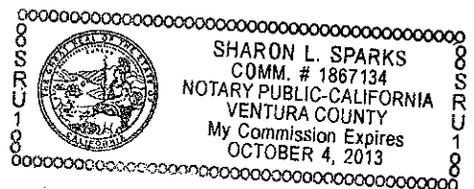
State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

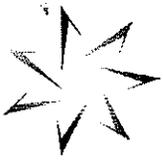
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary, shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

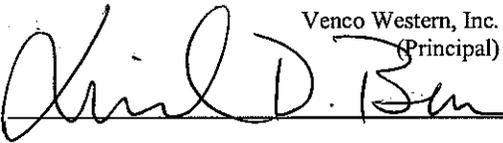
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

By: \_\_\_\_\_  
City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

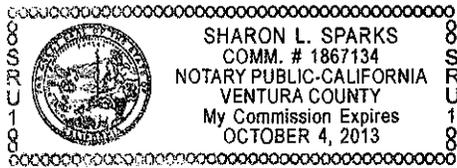
State of: California  
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
 personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Sharon L. Sparks*  
 Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLES(S)

- PARTNERS
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: ND AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VDTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388		<b>CONTACT NAME:</b> Helen F Westfall <b>PHONE (A/C, No, Ext):</b> 805.585.6124 <b>FAX (A/C, No):</b> 805.585.6224 <b>E-MAIL ADDRESS:</b> hwestfall@twiw.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Admiral Ins Co	<b>NAIC #:</b> 24856
		<b>INSURER B:</b> American States Ins Co	<b>NAIC #:</b> 19704
		<b>INSURER C:</b> RSUI Indemnity Co	
		<b>INSURER D:</b> Everest National Ins Co	<b>NAIC #:</b> 10120
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 11/12 GL/AU/XS/WC/AU XS      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ Excl
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACDRD 101, Additional Remarks Schedule, if more space is required)  
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

<b>CERTIFICATE HOLDER</b> (818) 878-4205  City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Jeff Dodds/HFW
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

### ARTICLE VIII

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

### ARTICLE IX

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

### ARTICLE X

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

### ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

### ARTICLE XII

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

### ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

CONTRACTOR: *Linda Burr*  
Linda Burr  
*President*  
(Title)

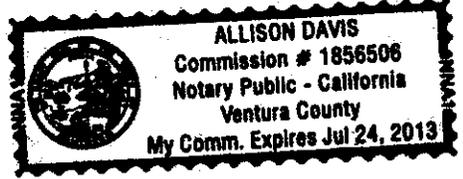
Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Allison Davis*

(Signature of Notary Public) (Notary Seal)



~~AT~~ AGENCY: *James R. Bozajian*  
James R. Bozajian,  
Mayor

8/15/11  
Date

ATTESTED: *Gwen Peirce*  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: *Yana Welinder*  
Yana Welinder,  
City Attorney

6/3/2011  
Date

(EXECUTE IN DUPLICATE)

**PAYMENT BOND**

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

**(2-Year Contract)**

**(SPECIFICATION NO. 10-11-02)**

**SPRING 2011**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, VENCO WESTERN, INC., as CONTRACTOR, a contract for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ \_\_\_\_\_) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_ day of \_\_\_\_\_, 2011.

Contractor\*

VENCO WESTERN, INC

Linda Burr, President

2400 Eastman Avenue, Oxnard, California, 93030-5187

(805) 981-2400

Surety\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )

County of \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

**(EXECUTE IN DUPLICATE)**

**FAITHFUL PERFORMANCE BOND**

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

**(2-Year Contract)**

**(SPECIFICATION NO. 10-11-02)**

**SPRING 2011**

KNOW ALL MEN BY THESE PRESENTS that **VENCO WESTERN, INC.**, as CONTRACTOR and \_\_\_\_\_, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is one hundred percent (100%) of the total contract amount for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR\* VENCO WESTERN, INC.  
Linda Burr, President  
2400 Eastman Avenue, Oxnard, California, 93030-5187  
(805) 981-2400

SURETY\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )

County of \_\_\_\_\_)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

**(EXECUTE IN DUPLICATE)**

MAINTENANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to **VENCO WESTERN, INC.**, as CONTRACTOR, a contract for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR\* VENCO WESTERN, INC.

Linda Burr, President

2400 Eastman Avenue, Oxnard, California 93030

(805) 981-2400

SURETY\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )

County of \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_

(Signature of Notary Public)

(Notary Seal)

**(EXECUTE IN DUPLICATE)**



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*Neil D. Ba*

Surety\* Arch Insurance Company, 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

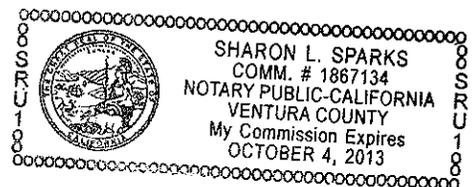
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L. Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

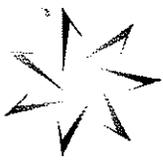
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

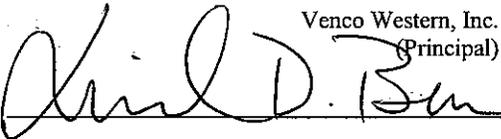
**The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.**

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:   
Venco Western, Inc.  
(Principal)

By:   
Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210



# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	<b>CONTACT NAME:</b> Helen F Westfall <b>PHONE (A/C, No, Ext):</b> 805.585.6124 <b>FAX (A/C, No):</b> 805.585.6224 <b>E-MAIL ADDRESS:</b> hwestfall@twiw.com <b>PRODUCER CUSTOMER ID #:</b>											
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A <b>Admiral Ins Co</b></td> <td>NAIC # <b>24856</b></td> </tr> <tr> <td>INSURER B <b>American States Ins Co</b></td> <td>NAIC # <b>19704</b></td> </tr> <tr> <td>INSURER C <b>RSUI Indemnity Co</b></td> <td></td> </tr> <tr> <td>INSURER D <b>Everest National Ins Co</b></td> <td>NAIC # <b>10120</b></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A <b>Admiral Ins Co</b>	NAIC # <b>24856</b>	INSURER B <b>American States Ins Co</b>	NAIC # <b>19704</b>	INSURER C <b>RSUI Indemnity Co</b>		INSURER D <b>Everest National Ins Co</b>	NAIC # <b>10120</b>	INSURER E:		INSURER F:
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INSURER E:												
INSURER F:												
<b>INSURED</b> <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030												

**COVERAGES**      **CERTIFICATE NUMBER:** 11/12 GL/AU/XS/WC/AU XS      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl. PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						AGGREGATE \$ 1,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

**CERTIFICATE HOLDER**

(818) 878-4205

City of Calabasas  
 Attn: Tina Wallace  
 100 Civic Center Way  
 Calabasas, CA 91302

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY of CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 25, Common Benefit Area Five (CBA-5) section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2<sup>nd</sup> day of June, 2011.

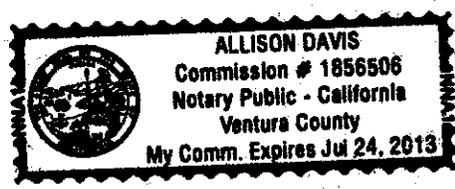
CONTRACTOR: Linda Burr  
Linda Burr  
President  
(Title)

Contractor's License No. C-27 562295

State of California )  
County of Los Angeles )

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis  
(Signature of Notary Public) (Notary Seal)



~~AGENCY:~~

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor

6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney

6/3/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

*David D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

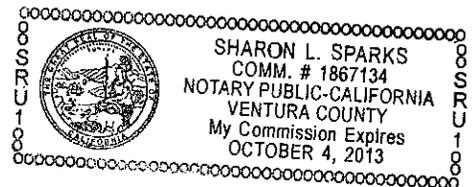
State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L. Sparks*  
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

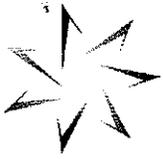
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

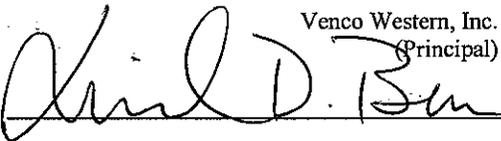
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.  
(Principal)

By:  Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

By: \_\_\_\_\_ City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**  
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

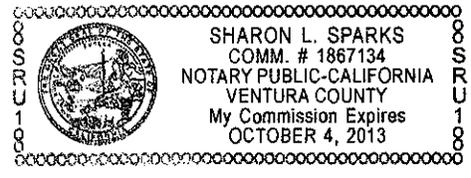
State of: California  
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
 personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
 Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

---

NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRDUCER <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CDNTACT NAME: <b>Helen F Westfall</b>
	PHONE (A/C, No, Ext): <b>805.585.6124</b> FAX (A/C, No): <b>805.585.6224</b>
	E-MAIL ADDRESS: <b>hwestfall@twiw.com</b>
	PRODUCER CUSTOMER ID #:
INSURED <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Admiral Ins Co</b> NAIC # <b>24856</b>
	INSURER B: <b>American States Ins Co</b> NAIC # <b>19704</b>
	INSURER C: <b>RSUI Indemnity Co</b>
	INSURER D: <b>Everest National Ins Co</b> NAIC # <b>10120</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-07 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	7600006271101 N/A	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

<b>CERTIFICATE HOLDER</b>  (818) 878-4205  City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Jeff Dodds/HFW
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





CITY *of* CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

## CONTRACT AGREEMENT

### LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 26, Common Benefit Area Six (CBA-6) section of the above stated project this 25<sup>th</sup> day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

#### ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

#### ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

#### **ARTICLE V**

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

#### **ARTICLE VI**

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

#### **ARTICLE VII**

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

**ARTICLE VIII**

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

**ARTICLE IX**

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

**ARTICLE X**

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI**

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

**ARTICLE XII**

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

**ARTICLE XIII**

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: Linda Burr  
Linda Burr

President  
(Title)

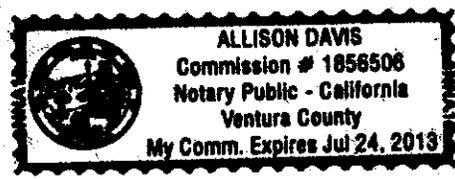
Contractor's License No. C-27 S62295

State of California )  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



BT

AGENCY: James R. Bozajian  
James R. Bozajian,  
Mayor

6/15/11  
Date

ATTESTED: Gwen Peirce  
Gwen Peirce, CMC,  
City Clerk

6/16/11  
Date

APPROVED AS TO FORM: Yana Welinder  
Yana Welinder,  
City Attorney

6/3/2011  
Date

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE  
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF  
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT  
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA  
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98 ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor\* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400  
*Neil D. Bu*

Surety\* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513  
*M. Linda Terry* M. Linda Terry, Attorney-in-Fact

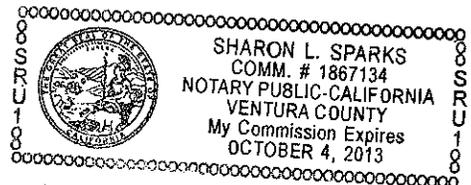
\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California )  
County of Ventura )

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Sharon L Sparks*  
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)





## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

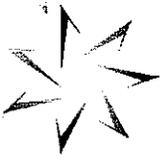
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



# ARCH INSURANCE COMPANY

Bond Number : SU 1109769

## ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

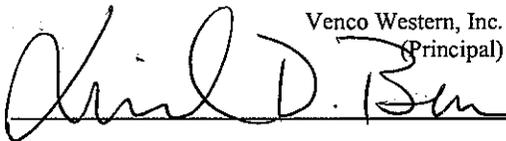
The term of the bond shall be amended to May 25<sup>th</sup>, 2011 to May 25<sup>th</sup>, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.  
(Principal)

By:  Arch Insurance Company  
(Surety)  
M. Linda Terry, Attorney In Fact

By: \_\_\_\_\_ City of Calabasas  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

**DIRECT CORRESPONDENCE TO:**

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27<sup>TH</sup> FLOOR, LOS ANGELES, CA 90017  
PHONE (626) 639-5200 • FAX (626) 639-5210

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

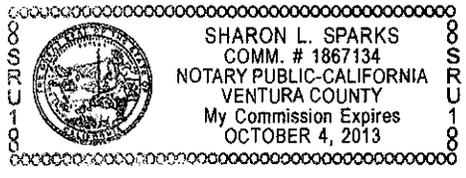
State of: California  
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,  
personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA  
REGULAR MEETING  
WEDNESDAY, MAY 25, 2011**

**CALL TO ORDER: 7:02 p.m.**

**ROLL CALL: *All present.***

**APPROVAL OF AGENDA: *Approved.***

**ANNOUNCEMENTS/INTRODUCTIONS**

**ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.***

**CONSENT ITEMS**

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

**UNFINISHED BUSINESS**

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

#### **INFORMATIONAL REPORTS**

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

#### **TASK FORCE REPORTS**

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

#### **FUTURE AGENDA ITEMS**

**ADJOURN: 11:59 p.m.**



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.  
ATTN: Linda Burr, President  
2400 Eastman Avenue  
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.  
Public Works Director/City Engineer

File

C Calabasas City Clerk  
Matt Baumgardner, Associate Civil Engineer  
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President  
Venco Western, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>TWIW Insurance Services, LLC - Lic #OE52073</b> 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: <b>Helen F Westfall</b>	
	PHDNE (A/C, No. Ext): <b>805.585.6124</b> FAX (A/C, No.): <b>805.585.6224</b> E-MAIL ADDRESS: <b>hwestfall@twiw.com</b> PRODUCER CUSTOMER ID #:	
INSURED <b>Venco Western Inc.</b> 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Admiral Ins Co</b>	<b>24856</b>
	INSURER B: <b>American States Ins Co</b>	<b>19704</b>
	INSURER C: <b>RSUI Indemnity Co</b>	
	INSURER D: <b>Everest National Ins Co</b>	<b>10120</b>
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excl
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/DP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
C	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.I. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. \*Excludes all WRAP/OCIP Work per attached form CG21540196.

## CERTIFICATE HOLDER

(818) 878-4205

City of Calabasas  
Attn: Tina Wallace  
100 Civic Center Way  
Calabasas, CA 91302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 19, 2014**

**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 CONTRACT WITH VENCO WESTERN INC. FOR THE IMPLEMENTATION OF CITYWIDE SMART IRRIGATION CONTROL SYSTEM PROJECT.**

**MEETING DATE: MAY 28, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a contract with Venco Western Inc. for the installation and implementation of the Citywide Smart Irrigation Control System Project.

**BACKGROUND:**

In November 2006, the voters of California enacted the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act. Proposition 84, that authorized the Legislature to appropriate One Billion Dollars for Integrated Regional Water Management plans (IRWMP) and water related projects that address water supply, water quality, and habitat/open space needs in a region.

In August 2010, the California Department of Water Resources issued Proposition 84 Integrated Regional Water Management (IRWM) Grant Program Guidelines to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program. City staff applied for

the competitive grant and received political support from various local organizations and elected officials.

The city's Smart Irrigation Control Project was one of 13 projects accepted by the Greater LA Region Leadership Committee among more than 100 applications, and received unanimous support from 2 Integrated Water Management Plan (IRWMP) Sub-committees representing agencies and stakeholders in Upper Los Angeles River and North Santa Monica Bay sub-regions.

All projects within the Greater Los Angeles Region are administered by Los Angeles County Flood Control District (LACFCD), which in turn will enter into agreement with the California Department of Water Resources to oversee projects and distribute funding to grant recipients.

On September 12, 2012, the Calabasas City Council approved a memorandum of Understanding (MOU) with the County of Los Angeles Flood Control District for funding of the project. City staff and consultants mapped the existing city-owned irrigation system in city facilities, parkways and street medians. A thorough evaluation of the existing technologies were made and then the design and specifications of the new Smart Irrigation System were developed.

## **DISCUSSION/ANALYSIS:**

### **A. Technical Features**

Smart controllers are irrigation clocks that automatically adjust irrigation run times in response to environmental changes. Smart controllers use sensors and weather information to manage watering times and frequency. As environmental conditions vary, the controller increases or decreases irrigation.

This project would upgrade the citywide irrigation system to produce a reduction in runoff and reduction in total water usage through the use of a central computer-based control station of operation for the entire system utilizing current Evapo-transpiration (ET) and wireless technology. During this upgrade the city may expand the reclaimed water usage to the irrigation system at several city properties.

The new ET controller software program that would be used under this project monitors local weather on a daily basis and automatically adjust via radio frequency. Reduction in irrigation water entering sensitive ecosystems and water bodies not only directly addresses water quality objectives of Prop. 84, but also goals of the Greater Los Angeles Basin's Integrated Regional Water Management Plan (IRWMP). Replacement of irrigation

controllers citywide is projected to conserve approximately 2 acre-feet of water per year which equals to an estimated reduction of 25% of water consumption, thus reducing the amount of water supplied by the Las Virgenes Municipal Water District (LVMWD). City spends approximately \$100,000 on water bills for publicly-owned landscaped areas including city parks, city facilities, street medians and parkway. By implementing the smart irrigation control system, city will be saving approximately \$25,000 year.

This system would be put into place at all City facilities, street medians and parkways. Based on the initial evaluation, over 46 controllers and 864 valves will be programmed to adapt to the new computer-based system. The new system will be capable of utilizing specific weather data based on city’s weather conditions, measuring flow and monitoring system efficiency and sending text alerts to operators for a variety of problems.

**B. Bid Process**

City issued a Request for Bids on April 1, 2014 and held a pre-bid conference on April 24, 2014. Four addenda were issued in response to questions and to clarify technical matters related to the scope of work. Five bids were received on May 6, 2014 from the following bidders:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
STL Landscape, Inc.	\$704,050.00
Martinez Landscape Co., Inc.	\$536,639.00
Diversified Landscape Management, Inc.	\$502,625.08
Valley Crest Landscape Maintenance, Inc.	\$469,761.00
Venco Western, Inc.	\$468,108.68

After careful evaluation and bid analysis, Staff determined that Venco Western, Inc. is the lowest responsive bidder.

**FISCAL IMPACT/SOURCE OF FUNDING:**

City Council approved the budget for the Smart Irrigation Control Project in September 12, 2012. The cost of this contract will be paid thru account No. 40-319-6503-24.

**REQUESTED ACTION:**

That the City Council approve a contract with Venco Western Inc. for the installation and implementation of the Citywide Smart Irrigation Control System Project.

**ATTACHMENT:**

Articles of Agreement with Venco Western, Inc.

**ATTACHMENT****ARTICLES OF AGREEMENT**

**SMART IRRIGATION CONTROL SYSTEM PROJECT  
SPECIFICATION NO. 13-14-03  
AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA**

THIS **SMART IRRIGATION CONTROL SYSTEM PROJECT, SPECIFICATION NO. 13-14-03**, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this **28<sup>TH</sup> OF MAY, 2014**, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and **VENCO WESTERN, INC.**, a **CALIFORNIA CORPORATION**, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I: Contract Documents**

The contract documents for the **SMART IRRIGATION CONTROL SYSTEM PROJECT, SPECIFICATION NO. 13-14-03**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

**ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of **\$468,108.68 (FOUR HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED EIGHT DOLLARS AND SIXTY EIGHT CENTS)** unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in

CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

## **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

## **ARTICLE IX: Dispute Resolution**

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: ALEX FARASSATI	CONTRACTOR: LINDA DEL NAGRO BURR
PROJECT MANAGER	PRESIDENT
CITY OF CALABASAS	VENCO WESTERN, INC.
100 CIVIC CENTER WAY	2400 EASTMAN AVENUE
CALABASAS, CALIFORNIA 91302-3172	OXNARD, CALIFORNIA 93030-5187

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any

other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

#### **ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

#### **ARTICLE XV: General Provisions**

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, 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).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. 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.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **28<sup>TH</sup> DAY OF MAY, 2014**.

CONTRACTOR: **VENCO WESTERN, INC.**

\_\_\_\_\_  
**LINDA DEL NAGRO BURR, PRESIDENT**  
**CONTRACTOR'S LICENSE NO. C27 S62295**

AGENCY: \_\_\_\_\_  
**David J. Shapiro, Mayor** \_\_\_\_\_  
City of Calabasas Date

ATTESTED: \_\_\_\_\_  
**Maricela Hernandez, MMC, City Clerk** \_\_\_\_\_  
City of Calabasas Date

APPROVED AS  
TO FORM: \_\_\_\_\_  
**Scott H. Howard, City Attorney** \_\_\_\_\_  
City of Calabasas Date

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
**LINDA DEL NAGRO BARR**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**VENCO WESTERN, INC.**

Business Address:  
**VENCO WESTERN, INC.**  
**2400 EASTMAN AVENUE**  
**OXNARD, CALIFORNIA 93030-5187**  
**(805) 981-2400**

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

**VENCO WESTERN, INC.**

By: \_\_\_\_\_  
LINDA DEL NAGRO BURR

\_\_\_\_\_  
PRESIDENT

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**ENDORSEMENTS TO INSURANCE POLICY**

**Name of Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

Date: \_\_\_\_\_



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE: MAY 19, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE  
MANAGER**

**SUBJECT: PUBLIC MEETING REGARDING LANDSCAPE MAINTENANCE  
DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT  
NOS. 22, 24, 27 & 32 ASSESSMENT PROCEEDINGS**

**MEETING DATE: MAY 28, 2014**

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**SUMMARY RECOMMENDATION:**

That the Council receive public comment regarding the proposed increase in the assessment amounts for two Zones (HOA areas) in Landscape Lighting Act District No. 22 (LLAD 22). There is no recommended action at this time.

**BACKGROUND:**

The Landscape and Lighting Act of 1972 regulates the annual administration of special assessment districts. The City of Calabasas administers five landscape assessment districts, as follows:

Landscape Maintenance District No. 22 (ad valorem): Calabasas Park Area (LMD 22)

Landscape Lighting Act District No. 22: Calabasas Park Area (LLAD 22)

Landscape Lighting Act District No. 24: Malibu Lost Hills (LMD 24)

Landscape Lighting Act District No. 27: Las Virgenes (LMD 27)  
Landscape Lighting Act District No. 32: Lost Hills Commercial (LMD 32)

On April 23, 2014, the City Council approved resolutions initiating annual proceedings in connection with these districts and declaring the council's intention to impose assessments for Fiscal Year 2014-15. The engineer's report preliminarily approved by the Council called for an increase in the assessment amounts for two of the Zones (HOA area) in LLAD 22: Classic Calabasas Park and Vista Pointe. Consequently, pursuant to Proposition 218, city staff is conducting a mail ballot proceeding in those Zones in order to seek property owner approval of the proposed increase. The public hearing with respect to the increase and with respect to the annual proceedings will be held on June 11, 2014. Property owners have an opportunity to return their ballots until the end of the public input portion of the June 11, 2014 public hearing.

**DISCUSSION/ANALYSIS:**

As a matter of policy, staff has requested that the Council hold a public meeting tonight with respect to the proposed assessment increase. This public meeting will give the Council and staff an opportunity to hear feedback from the community with respect to the proposed assessment and to respond to any questions members of the public may have. Tonight's public meeting is in addition to the formal public hearing that the Council will hold at the June 11, 2014 council meeting.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Landscape Maintenance District Program is funded through dedicated ad valorem funds. The Landscape Lighting Act District Program is funded through dedicated special assessment funds.

**ATTACHMENTS:**

None.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: APRIL 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: SCOTT H. HOWARD, CITY ATTORNEY**

**SUBJECT: ORDINANCE AMENDING CHAPTER 8.12 TO INCLUDE ELECTRONIC CIGARETTES WITHIN SMOKING PROHIBITION.**

**MEETING**

**DATE: MAY 28, 2014**

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**SUMMARY RECOMMENDATION:**

That the Council consider including electronic (e) cigarettes in the definition of smoking in Chapter 8.12 which would have the effect of prohibiting the use of such devices everywhere in the city where smoking is prohibited.

**DISCUSSION:**

Electronic or "e" cigarettes have been referenced as the cigarettes of the 21<sup>st</sup> century. Electronic cigarettes are devices which are battery operated containing liquid, usually nicotine and possibly flavored chemicals. The liquid is heated sufficiently to convert the nicotine or other substance to a vapor which is then inhaled into the lungs of a user (hence the term "vaping").

Given the recent origin and popularity of electronic (e) cigarettes, there are no long-term studies assessing the potential public health benefits and risks of electronic cigarettes. Arguments supportive of electronic cigarettes claim they are a step in a process to assist a tobacco user to quit smoking and the nicotine content of the vapor is much less than that found in traditional cigarettes. Arguments opposing electronic cigarettes stress that a user continues to inhale nicotine (an addictive substance), as well as ultrafine particles of tin, copper and other chemicals, and that

studies on the effect of secondhand vapors preliminarily demonstrate that many compounds listed as harmful under Proposition 65 ( products containing chemicals known to the State which cause cancer and birth defects) may be found in the vapor of electronic (e) cigarettes, including Acetaldehyde, Benzene, Cadmium, Formaldehyde, Isoprene, Lead, Nickel, Nicotine, N-Nitrosornicotine and Toluene 1. In addition, the liquid nicotine is of such a concentration that even a teaspoon could be fatal to a young child 2

Recent studies demonstrate that electronic cigarettes may be a stepping stone for teenagers who after using electronic (e) cigarettes may be more inclined to begin using tobacco products 3. In addition, it has been suggested that persons who use electronic (e) cigarettes are no more likely to quit smoking or reduce their dependence on tobacco cigarettes.4

Finally, the U.S. Food and Drug Administration (FDA) has recently issued a proposed rule that would extend its authority to cover e-cigarettes. The proposed rule was issued April 25, 2014 with the comment period open until July 9, 2014 (see [www.federalregister.gov/article/2014/04/25/2014-09491](http://www.federalregister.gov/article/2014/04/25/2014-09491)).

At this stage, there is no shortage of opinions and short term limited sample size studies, but no long term study on the health effects of electronic (e) cigarettes. The main overarching concern about electronic (e) cigarette continues to be the absence of studies on the long term health effects on both the user and the effects of secondhand vapor on non-users. The concerns have caused a number of cities in California to either prohibit or regulate electronic cigarettes (examples include Los Angeles, Long Beach, Milpitas, Richmond, Seal Beach and Buena Park). The League of Cities estimates approximately 100 cities regulate electronic (e) cigarettes in some fashion.

#### **FISCAL IMPACT/SOURCE OF FUNDING:**

There are no fiscal impacts to including electronic cigarettes within the city's prohibition on smoking. Current enforcement processes should be able to address potential violations.

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1 [www.tobacco.ucsf.edu/10-chemicals-identified-so-far-e-cig-vapor-are-california-prop-65-list-carcinogens-and-reproductive](http://www.tobacco.ucsf.edu/10-chemicals-identified-so-far-e-cig-vapor-are-california-prop-65-list-carcinogens-and-reproductive); see also [www.huffingtonpost.com/2014/05/14/e-cigarette-studies](http://www.huffingtonpost.com/2014/05/14/e-cigarette-studies).

2 See [longbeachtide.wordpress.com/2014/04/22/e-cigarettes-is-it-really-the-better-option](http://longbeachtide.wordpress.com/2014/04/22/e-cigarettes-is-it-really-the-better-option)

3 JAMA Pediatrics March 6, 2014 Lauren M. Dutra University of California –San Francisco, Center for Tobacco Research & Education

4 JAMA Internal Medicine March 24, 2014; see also [www.bostonglobe.com/lifestyle/health-wellness/2014/03/30/cigarettes-help-smokers-quit/yzMFrhjw3ZqKbjHP2vMTL/story.html](http://www.bostonglobe.com/lifestyle/health-wellness/2014/03/30/cigarettes-help-smokers-quit/yzMFrhjw3ZqKbjHP2vMTL/story.html)

**SUMMARY RECOMMENDATION:**

If the Council desires to include electronic (e) cigarettes as a prohibited form of smoking under Chapter 8.12 of the Calabasas Municipal Code, the council should introduce Ordinance number 2014-315.

**ATTACHMENT:**

A: Redlined Ordinance.

B: Ordinance No. 2014-315.

ITEM 8 ATTACHMENT A

AN ORDINANCE OF THE CITY OF CALABASAS, CALIFORNIA REGULATING ELECTRONIC (E) CIGARETTES IN THE CITY OF CALABASAS AND AMENDING THE CALABASAS MUNICIPAL CODE.

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The City Council of the City of Calabasas does ordain as follows:

SECTION I. FINDINGS.

The City Council of the City of Calabasas hereby finds and declares as follows:

WHEREAS, electronic or "e" cigarettes are generally unregulated and concerns exist about the health effects to direct users and those who are exposed to second hand vapors; and

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WHEREAS, recent studies have determined that teenagers who use electronic cigarettes are more likely to later use tobacco products; and

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WHEREAS, the vapors created by electronic (e) cigarettes include nicotine, and nanoparticles of tin, copper and lead which when ingested tend to go deeper into the respiratory system; and

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WHEREAS, the secondhand effects of electronic (e) cigarettes, include chemicals which have been deemed harmful under Proposition 65, including, but not limited to, Acetaldehyde, Benzene, Cadmium, Formaldehyde, Lead, Nickel, Nicotine and Toluene ; and

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WHEREAS, Calabasas has been an advocate for uncontaminated breathable air to protect the health and welfare of its residents, employers, employees and visitors.

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These findings are in addition too, and intended to supplement findings in Chapter 8.12 of the Calabasas Municipal Code related to second hand smoke.

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the use of electronic (e) cigarettes in public places and around non-tobacco users; and by protecting the public from nonconsensual exposure to secondhand vapors from electronic (e) cigarettes until studies have conclusively demonstrated the safety of electronic (e) cigarettes.

SECTION 2. CODE AMENDMENT. Section 8.12.020 of the City Calabasas Municipal Code is hereby amended to read as follows:

The purposes of this chapter are to:

- A. Protect the public health, safety and general welfare by prohibiting smoking in public places and in multifamily rental housing under circumstances where other persons will be exposed to second-hand smoke;
- B. Ensure a cleaner and more hygienic environment for the city, its residents, and its natural resources, including creeks and streams;
- C. Strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including children , to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes;
- D. Recognize the right of residents and visitors to the city to be free from unwelcome second-hand smoke;
- E. Recognize that long- term health effects of inhaling vapors and effects of secondhand vapors from electronic (e) cigarettes are unknown, although recent tests have demonstrated the vapors from electronic (e) cigarettes contain nicotine, and other ultrafine particles, including, but not limited to, Acetaldehyde, Benzene, Cadmium, Formaldehyde, Lead, Nickel and Toluene.

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**SECTION 3. CODE AMENDMENT.** Section 8.12.030 of the City Calabasas Municipal Code is hereby amended to read as follows:

#### **8.12.030 DEFINITIONS.**

The following definitions shall govern construction of this chapter unless the context clearly requires otherwise:

(a) "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or other entity formed for profit-making purposes or that has an Employee.

(b) "Common Area at a Shopping Mall" means any indoor or outdoor common area of a Shopping Mall accessible to and usable by the occupants or customers of more than one retail establishment, including but not limited to halls, lobbies, outdoor eating areas, Playgrounds and parking lots.

(c) "electronic or "e" cigarette" means an electronic or battery operated device that delivers vapors for inhalation. This term shall include every variation and type of such devices whether they are manufactured , distributed, marketed or sold as an electronic cigarette, an "e" cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah or any other product name or descriptor.

(ed) "Employee" means any person who is employed or retained as an independent contractor by any Employer or any person who volunteers his or her services for an Employer, association, or Nonprofit Entity.

(de) "Employer" means any person, partnership, corporation, association, nonprofit or other entity who or which employs or retains the service of one or more Employees.

(ef) "Enclosed Area" means:

(1) any covered or partially covered area having more than 50% of its perimeter walled or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or

(2) any space open to the sky (hereinafter "uncovered") having more than 75% of its perimeter walled or otherwise closed to the outside such as, for example, a courtyard;

(3) except that an uncovered space of three thousand (3,000) square feet or more is not an Enclosed Area, such as, for example, a field in an open-air arena.

(fg) "Landlord" means any Person other than a sublessor who owns real property leased as residential property, who lets residential property, or who manages such property.

(gh) "Multi-Unit Residence" means a Premises that contains two or more Units not occupied by a Landlord of the Premises.

(hi) "Multi-Unit Residence Common Area" means any indoor or outdoor area of a Multi-Unit Residence accessible to and usable by residents of more than one Unit, including but not limited to halls and paths, lobbies, laundry rooms, common cooking areas, outdoor eating areas, Playgrounds, swimming pools, and parking areas.

(ij) "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

(jk) "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities,

long-term health facilities, warehouses, and, while Employees, children or patients are present, private residences that are used as child-care or health-care facilities subject to licensing requirements.

(k) "Playground" means any park or Recreational Area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

(lm) "Premises" means a parcel of land and any improvements upon it such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same natural Person or by legal Persons under common control.

(mn) "Present" means within a Reasonable Distance.

(no) "Private Enforcer" is defined in section 8.12.080(b) of this code.

(op) "Public Place" means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses.

(pq) "Reasonable Distance" means a distance of twenty feet or, with respect to a designated smoking area, such larger area as the city manager reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

(qr) "Recreational Area" means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, gardens, sporting facilities, stadiums, and Playgrounds.

(rs) "Shopping Mall" means any parcel of land zoned and used for retail sales by more than one retailer that is jointly operated or which includes shared parking facilities.

(st) "Smoking" or to "Smoke" means possessing or to possess:

- (i) a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including but not limited to, a pipe, a hookah

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pipe, cigar, or cigarette of any kind, or  
(ii) an operating electronic (e) cigarette-

(t) "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

(u) "Unenclosed area" means any area which is not an Enclosed Area.

(v) "Unit" means: (1) a dwelling space consisting of essentially complete independent living facilities for one or more persons, including, for example, permanent provisions for living and sleeping, and of any private outdoor spaces such as balconies and patios; and (2) senior citizen housing and single room occupancy hotels, as defined in California Health and Safety Code section 50519(b)(1), even where lacking private cooking or plumbing facilities. "Unit" does not include lodging in a hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2).

**SECTION 4. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Calabasas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**SECTION 5. CONSTRUCTION.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**SECTION 7. CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED**, this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**ITEM 8 ATTACHMENT B  
ORDINANCE NO. 2014-315**

**AN ORDINANCE OF THE CITY OF CALABASAS, CALIFORNIA  
REGULATING ELECTRONIC (E) CIGARETTES IN THE CITY OF  
CALABASAS AND AMENDING THE CALABASAS MUNICIPAL  
CODE.**

The City Council of the City of Calabasas does ordain as follows:

**SECTION I. FINDINGS.**

The City Council of the City of Calabasas hereby finds and declares as follows:

**WHEREAS**, electronic or “e” cigarettes are generally unregulated and concerns exist about the health effects to direct users and those who are exposed to second hand vapors; and

**WHEREAS**, recent studies have determined that teenagers who use electronic cigarettes are more likely to later use tobacco products; and

**WHEREAS**, the vapors created by electronic (e) cigarettes include nicotine, and nanoparticles of tin, copper and lead which when ingested tend to go deeper into the respiratory system; and

**WHEREAS**, the secondhand effects of electronic (e) cigarettes include chemicals which have been deemed harmful under Proposition 65, including but not limited to, Acetaldehyde, Benzene, Cadmium Formaldehyde, Lead, Nickel, Nicotine and Toluene; and

**WHEREAS**, Calabasas has been an advocate for uncontaminated breathable air to protect the health and welfare of its residents, employers, employees, and visitors.

These findings are in addition to, and intended to supplement findings in Chapter 8.12 of the Calabasas Municipal Code related to second hand smoke.

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the use of electronic (e) cigarettes in public places and around non-tobacco users; and by protecting the public from nonconsensual exposure to secondhand vapors from electronic (e) cigarettes until studies have conclusively demonstrated the safety of electronic (e) cigarettes.

**SECTION 2. CODE AMENDMENT.** Section 8.12.020 of the City Calabasas

Municipal Code is hereby amended to read as follows:

The purposes of this chapter are to:

- A. Protect the public health, safety and general welfare by prohibiting smoking in public places and in multifamily rental housing under circumstances where other persons will be exposed to second-hand smoke;
- B. Ensure a cleaner and more hygienic environment for the city, its residents, and its natural resources, including creeks and streams;
- C. Strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including children , to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes;
- D. Recognize the right of residents and visitors to the city to be free from unwelcome second-hand smoke;
- E. Recognizing that long- term health effects of inhaling vapors and effects of secondhand vapors from electronic (e) cigarettes are unknown, although recent tests have demonstrated the vapors from electronic (e) cigarettes contain nicotine, and other ultrafine particles, including, but not limited to, Acetaldehyde, Benzene, Cadmium, Formaldehyde, Lead, Nickel and Toluene.

**SECTION 3. CODE AMENDMENT.** Section 8.12.030 of the City Calabasas Municipal Code is hereby amended to read as follows:

**8.12.030 DEFINITIONS.**

The following definitions shall govern construction of this chapter unless the context clearly requires otherwise:

(a) "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or other entity formed for profit-making purposes or that has an Employee.

(b) "Common Area at a Shopping Mall" means any indoor or outdoor common area of a Shopping Mall accessible to and usable by the occupants or customers of more than one retail establishment, including but not limited to halls, lobbies, outdoor eating areas, Playgrounds and parking lots.

(c) "electronic or "e" cigarette" means an electronic or battery operated device that delivers vapors for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an "e" cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah or any other product name or descriptor.

(d) "Employee" means any person who is employed or retained as an independent contractor by any Employer or any person who volunteers his or her services for an Employer, association, or Nonprofit Entity.

(e) "Employer" means any person, partnership, corporation, association, nonprofit or other entity who or which employs or retains the service of one or more Employees.

(f) "Enclosed Area" means:

(1) any covered or partially covered area having more than 50% of its perimeter walled or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or

(2) any space open to the sky (hereinafter "uncovered") having more than 75% of its perimeter walled or otherwise closed to the outside such as, for example, a courtyard;

(3) except that an uncovered space of three thousand (3,000) square feet or more is not an Enclosed Area, such as, for example, a field in an open-air arena.

(g) "Landlord" means any Person other than a sublessor who owns real property leased as residential property, who lets residential property, or who manages such property.

(h) "Multi-Unit Residence" means a Premises that contains two or more Units not occupied by a Landlord of the Premises.

(i) "Multi-Unit Residence Common Area" means any indoor or outdoor area of a Multi-Unit Residence accessible to and usable by residents of more than one Unit, including but not limited to halls and paths, lobbies, laundry rooms, common cooking areas, outdoor eating areas, Playgrounds, swimming pools, and parking areas.

(j) "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

(k) "Place of Employment" means any area under the legal or de facto control

of an Employer, Business or Nonprofit Entity that an Employee or the general public may enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and, while Employees, children or patients are present, private residences that are used as child-care or health-care facilities subject to licensing requirements.

(l) "Playground" means any park or Recreational Area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

(m) "Premises" means a parcel of land and any improvements upon it such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same natural Person or by legal Persons under common control.

(n) "Present" means within a Reasonable Distance.

(o) "Private Enforcer" is defined in section 8.12.080(b) of this code.

(p) "Public Place" means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses.

(q) "Reasonable Distance" means a distance of twenty feet or, with respect to a designated smoking area, such larger area as the city manager reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

(r) "Recreational Area" means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, gardens, sporting facilities, stadiums, and Playgrounds.

(s) "Shopping Mall" means any parcel of land zoned and used for retail sales by more than one retailer that is jointly operated or which includes shared parking facilities.

(t) "Smoking" or to "Smoke" means possessing or to possess:

- (i) a lighted tobacco product, lighted tobacco paraphernalia, any other lighted weed or plant (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including but not limited to, a pipe, a hookah pipe, cigar, or cigarette of any kind, or
- (ii) an operating electronic (e) cigarette

(u) "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

(v) "Unenclosed area" means any area which is not an Enclosed Area.

(w) "Unit" means: (1) a dwelling space consisting of essentially complete independent living facilities for one or more persons, including, for example, permanent provisions for living and sleeping, and of any private outdoor spaces such as balconies and patios; and (2) senior citizen housing and single room occupancy hotels, as defined in California Health and Safety Code section 50519(b)(1), even where lacking private cooking or plumbing facilities. "Unit" does not include lodging in a hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2).

**SECTION 4. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Calabasas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**SECTION 5. CONSTRUCTION.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect thirty days

after its adoption pursuant to California Government Code section 36937.

**SECTION 7. CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED,** this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 20, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER



**SUBJECT:** APPOINTMENT OF COUNCIL LIAISONS FOR WEST AGOURA ROAD ANNEXATION.

**MEETING**

**DATE:** MAY 28, 2014

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**SUMMARY RECOMMENDATION:**

This item is being agendized at the request of Councilmember Bozajian.

**REQUESTED ACTION:**

Appointment of Council liaisons for West Agoura Road annexation.

**ATTACHMENTS:**

None.



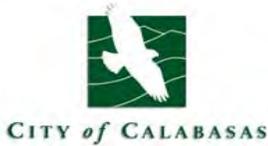
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b><u>Administrative Services</u></b>					
87700	5/14/2014	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENTS	3,462.48	Administrative Services
87664	5/13/2014	US BANK	VISA- CORNER BAKERY	514.38	Administrative Services
87653	5/7/2014	SORIA/RAY//	REIMBURSE EDUC EXPS- SPRING 14	266.18	Administrative Services
87683	5/14/2014	CYBERCOPY	COPY/PRINTING SERVICE	229.80	Administrative Services
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	146.84	Administrative Services
87630	5/7/2014	HERNANDEZ/MARICELA//	REIMB TRAVEL EXP- CCCA MTG	44.35	Administrative Services
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	9.79	Administrative Services
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	5.43	Administrative Services
<b>Total Amount for 8 Line Item(s) from Administrative Services</b>				<b>\$4,679.25</b>	
<b><u>Boards and Commissions</u></b>					
87664	5/13/2014	US BANK	VISA- RALPHS	20.79	Boards and Commissions
<b>Total Amount for 1 Line Item(s) from Boards and Commissions</b>				<b>\$20.79</b>	
<b><u>City Attorney</u></b>					
87678	5/14/2014	COLANTUONO, LEVIN PC	GENERAL SERVICES	17,345.67	City Attorney
87678	5/14/2014	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	3,375.00	City Attorney
87678	5/14/2014	COLANTUONO, LEVIN PC	CROWN CASTLE INC	148.50	City Attorney
<b>Total Amount for 3 Line Item(s) from City Attorney</b>				<b>\$20,869.17</b>	
<b><u>City Council</u></b>					
87669	5/14/2014	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2014	1,000.00	City Council
87664	5/13/2014	US BANK	VISA- GELSONS	325.97	City Council
87664	5/13/2014	US BANK	VISA- LA PAZ RESTAURANT	258.00	City Council
87664	5/13/2014	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
87664	5/13/2014	US BANK	VISA- FLORENTYNA'S	130.75	City Council
87664	5/13/2014	US BANK	VISA- BIG CAT COFFEE	115.43	City Council
87664	5/13/2014	US BANK	VISA- AMAZON.COM	46.73	City Council
87721	5/14/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
87664	5/13/2014	US BANK	VISA- CORNER BAKERY	21.71	City Council
87664	5/13/2014	US BANK	VISA- STAPLES	2.18	City Council





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 10 Line Item(s) from City Council</b>				<b>\$2,122.78</b>	
<b>City Management</b>					
87664	5/13/2014	US BANK	VISA- HILTON HOTELS	799.08	City Management
87664	5/13/2014	US BANK	VISA- CITY CLERKS ASSOC	450.00	City Management
87630	5/7/2014	HERNANDEZ/MARICELA//	REIMB TRAVEL EXP- CCCA MTG	151.44	City Management
87679	5/14/2014	COROALLES/ANTHONY//	REIMB REORG BEVERAGES	117.59	City Management
87664	5/13/2014	US BANK	VISA- TOSCA NOVA	40.88	City Management
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	5.43	City Management
<b>Total Amount for 6 Line Item(s) from City Management</b>				<b>\$1,564.42</b>	
<b>Civic Center O&amp;M</b>					
87707	5/14/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
87707	5/14/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
87626	5/7/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- APR 2014	500.00	Civic Center O&M
87637	5/7/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - ADMIN/LIBRARY	308.86	Civic Center O&M
87637	5/7/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - ADMIN/LIBRARY	308.86	Civic Center O&M
87626	5/7/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- APR 2014	250.00	Civic Center O&M
87664	5/13/2014	US BANK	VISA- HOME DEPOT	184.99	Civic Center O&M
87664	5/13/2014	US BANK	VISA- SMART SIGN	51.21	Civic Center O&M
87664	5/13/2014	US BANK	VISA- SMART SIGN	34.14	Civic Center O&M
87664	5/13/2014	US BANK	VISA- KL JACK & CO	27.00	Civic Center O&M
87664	5/13/2014	US BANK	VISA- HOME DEPOT	14.77	Civic Center O&M
87664	5/13/2014	US BANK	VISA- WALMART	5.79	Civic Center O&M
87664	5/13/2014	US BANK	VISA- WALMART	5.79	Civic Center O&M
87664	5/13/2014	US BANK	VISA- RITE AID	3.80	Civic Center O&M
<b>Total Amount for 14 Line Item(s) from Civic Center O&amp;M</b>				<b>\$5,615.37</b>	
<b>Community Development</b>					
87664	5/13/2014	US BANK	VISA- US GREEN BLDG COUNCIL	300.00	Community Development
87667	5/14/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	204.00	Community Development
87667	5/14/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	198.00	Community Development
87667	5/14/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	198.00	Community Development
87664	5/13/2014	US BANK	VISA- INT'L CODE COUNCIL	193.75	Community Development



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87667	5/14/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	186.00	Community Development
87667	5/14/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
87606	5/7/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.28	Community Development
87680	5/14/2014	COUNTY CLERK, CO. OF L.A.	NOE FILING FEE- ANNEXATION	75.00	Community Development
87637	5/7/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - COMM DEV	60.04	Community Development
87636	5/7/2014	L.A. CO. ASSESSOR	MAPS AND POSTAGE	59.58	Community Development
87637	5/7/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - COMM DEV	27.30	Community Development
87664	5/13/2014	US BANK	VISA- VERIZON	27.24	Community Development
<b>Total Amount for 14 Line Item(s) from Community Development</b>				<b>\$1,953.19</b>	

## Community Services

87652	5/7/2014	SECURAL SECURITY CORP	SECURITY- ARTS FEST	9,244.00	Community Services
87608	5/7/2014	AGOURA HILLS,CALABASAS COM CTR	GYM FEES-WINTER BBALL	8,586.00	Community Services
87665	5/14/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- ARTS FEST	6,448.11	Community Services
87655	5/7/2014	SUPER SOCCER STARS	RECREATION INSTRUCTOR	3,107.30	Community Services
87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,055.49	Community Services
87664	5/13/2014	US BANK	VISA- IN N OUT	2,442.35	Community Services
87712	5/14/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,206.68	Community Services
87664	5/13/2014	US BANK	VISA- ADVANCED SIGN & BANNER	1,118.34	Community Services
87664	5/13/2014	US BANK	VISA- 805 LIVING	1,000.00	Community Services
87610	5/7/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- ARTS FEST	933.00	Community Services
87652	5/7/2014	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	836.00	Community Services
87657	5/7/2014	VALLEY NEWS GROUP	ADVERTISING- ARTS FEST	750.00	Community Services
87664	5/13/2014	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
87676	5/14/2014	CARTEGRAPH SYSTEMS, INC.	RESERVE PARTNER HOST- APR 2014	650.00	Community Services
87618	5/7/2014	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM MAINTENANCE	614.76	Community Services
87664	5/13/2014	US BANK	VISA- BOCCALI'S PIZZA	546.25	Community Services
87664	5/13/2014	US BANK	VISA- COSTCO	520.31	Community Services
87664	5/13/2014	US BANK	VISA- GONPACHI	502.90	Community Services
87664	5/13/2014	US BANK	VISA- CITRUS COLLEGE	480.00	Community Services
87664	5/13/2014	US BANK	VISA- WALMART	420.83	Community Services
87722	5/14/2014	VIEWPOINT EDUCATIONAL	GYM USAGE FEE	400.00	Community Services
87605	5/7/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	393.69	Community Services
87684	5/14/2014	DEMSKY/ELLEN//	RECREATION INSTRUCTOR	378.00	Community Services
87682	5/14/2014	CUSTOM PRINTING, INC.	B-BALL FLYERS	371.48	Community Services



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87621	5/7/2014	CAYNE/STACIE//	RECREATION INSTRUCTOR	354.90	Community Services
87703	5/14/2014	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR	339.50	Community Services
87664	5/13/2014	US BANK	VISA- MARCO PRODUCTS	338.57	Community Services
87605	5/7/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	312.87	Community Services
87641	5/7/2014	MONEY MAILER	ADVERTISING- ARTS FEST	290.00	Community Services
87664	5/13/2014	US BANK	VISA- CONTRACTORS ROPE	289.00	Community Services
87664	5/13/2014	US BANK	VISA- 7 ELEVEN	270.10	Community Services
87664	5/13/2014	US BANK	VISA- PARTY CITY	263.34	Community Services
87664	5/13/2014	US BANK	VISA- IMPACT SHIRTS	250.70	Community Services
87664	5/13/2014	US BANK	VISA- JERSEY MIKES	245.25	Community Services
87614	5/7/2014	AT&T	TELEPHONE SERVICE	244.89	Community Services
87664	5/13/2014	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	241.12	Community Services
87665	5/14/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- ARTS FEST	239.06	Community Services
87664	5/13/2014	US BANK	VISA- FEDEX OFFICE	235.98	Community Services
87666	5/14/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	218.16	Community Services
87622	5/7/2014	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	204.00	Community Services
87664	5/13/2014	US BANK	VISA- CONEJO AWARDS	182.75	Community Services
87634	5/7/2014	JOHNSON/KURT//	BASKETBALL/OFFICIAL/SCORER	168.00	Community Services
87664	5/13/2014	US BANK	VISA- DO IT CENTER	135.57	Community Services
87664	5/13/2014	US BANK	VISA- ADVANCED SIGN & BANNER	117.72	Community Services
87664	5/13/2014	US BANK	VISA- HOME DEPOT	97.75	Community Services
87664	5/13/2014	US BANK	VISA- FAZIO CLEANERS	91.00	Community Services
87664	5/13/2014	US BANK	VISA- ORIENTAL TRADING CO	87.99	Community Services
87706	5/14/2014	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
87706	5/14/2014	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
87718	5/14/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
87627	5/7/2014	FEDER/LINDA//	RECREATION INSTRUCTOR	67.20	Community Services
87664	5/13/2014	US BANK	VISA- RABI INC	65.00	Community Services
87664	5/13/2014	US BANK	VISA- LOWES	63.15	Community Services
87725	5/14/2014	WILHELM/LANA//	REIMB MILEAGE - APR 2014	45.58	Community Services
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	44.04	Community Services
87664	5/13/2014	US BANK	VISA- VISTA PAINT CORP	39.68	Community Services
87664	5/13/2014	US BANK	VISA- FRANKLINS HARDWARE	39.17	Community Services
87664	5/13/2014	US BANK	VISA- CONSTANT CONTACT	35.00	Community Services
87664	5/13/2014	US BANK	VISA- WALMART	32.37	Community Services
87664	5/13/2014	US BANK	VISA- JOANN FABRIC	29.34	Community Services
87664	5/13/2014	US BANK	VISA- MENCHIES	26.86	Community Services



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87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	25.05	Community Services
87695	5/14/2014	LIVESCAN	FINGERPRINTING SERVICES	18.00	Community Services
87664	5/13/2014	US BANK	VISA- 7 ELEVEN	14.97	Community Services
87695	5/14/2014	LIVESCAN	FINGERPRINTING SERVICES	13.00	Community Services
87664	5/13/2014	US BANK	VISA- ALBERTSONS	11.97	Community Services
87613	5/7/2014	ARROWHEAD	WATER SERVICE	10.10	Community Services
87664	5/13/2014	US BANK	VISA- DO IT CENTER	8.68	Community Services
87664	5/13/2014	US BANK	VISA- MICHAELS	6.53	Community Services
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	5.44	Community Services
87664	5/13/2014	US BANK	VISA- AMC PROMENADE	-72.00	Community Services
<b>Total Amount for 71 Line Item(s) from Community Services</b>				<b>\$50,658.96</b>	
<b>Finance</b>					
87607	5/7/2014	ADP, INC	PAYROLL PROCESSING	3,383.01	Finance
87668	5/14/2014	ADP, INC	PAYROLL PROCESSING	930.89	Finance
87642	5/7/2014	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
87664	5/13/2014	US BANK	VISA- CS MAGAZINES	360.00	Finance
87664	5/13/2014	US BANK	VISA- CA SOCIETY OF CPA	329.00	Finance
87642	5/7/2014	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	237.37	Finance
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	206.84	Finance
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	64.68	Finance
87661	5/7/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	49.38	Finance
<b>Total Amount for 9 Line Item(s) from Finance</b>				<b>\$6,061.17</b>	
<b>Klubhouse Preschool</b>					
87664	5/13/2014	US BANK	VISA- COSTCO	2,149.73	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- ORIENTAL TRADING CO	862.15	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	837.97	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- RHYME UNIVERSITY	834.20	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	589.14	Klubhouse Preschool
87622	5/7/2014	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	476.00	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- PARTY ON RENTAL	428.00	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- HOME DEPOT	344.14	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- MICHAELS	161.55	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- SMART & FINAL	153.45	Klubhouse Preschool



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87660	5/7/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool
87652	5/7/2014	SECURAL SECURITY CORP	SECURITY- FAMILY PICNIC	116.00	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- PARTY CITY	74.01	Klubhouse Preschool
87664	5/13/2014	US BANK	VISA- CANOGA ELECTRIC	54.50	Klubhouse Preschool
87613	5/7/2014	ARROWHEAD	WATER SERVICE	23.51	Klubhouse Preschool
<b>Total Amount for 15 Line Item(s) from Klubhouse Preschool</b>				<b>\$7,253.23</b>	

## Library

87604	5/7/2014	3M	RFID WORKSTATION	8,027.00	Library
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	924.23	Library
87645	5/7/2014	OCLC, INC.	MEMBERSHIP DUES- APR 2014	625.54	Library
87604	5/7/2014	3M	CLOUD LICENSE	421.03	Library
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	409.52	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	377.82	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	250.38	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	215.26	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	189.60	Library
87614	5/7/2014	AT&T	TELEPHONE SERVICE	150.01	Library
87650	5/7/2014	RECORDED BOOKS, LLC	BOOKS ON CD	135.19	Library
87651	5/7/2014	RESEARCH TECHNOLOGY	DISC REPAIR MACHINE SUPPLIES	91.70	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	87.77	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	78.91	Library
87664	5/13/2014	US BANK	VISA- USPS	77.49	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	64.23	Library
87629	5/7/2014	GALE CENGAGE LEARNING	E-BOOKS	60.59	Library
87640	5/7/2014	MIDWEST TAPE	DVD'S-LIBRARY	59.52	Library
87629	5/7/2014	GALE CENGAGE LEARNING	E-BOOKS	52.09	Library
87650	5/7/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
87650	5/7/2014	RECORDED BOOKS, LLC	BOOKS ON CD	43.33	Library
87664	5/13/2014	US BANK	VISA- SMART & FINAL	42.23	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	39.75	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	37.51	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	28.07	Library
87633	5/7/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.28	Library
87640	5/7/2014	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
87640	5/7/2014	MIDWEST TAPE	DVD'S-LIBRARY	20.34	Library



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87664	5/13/2014	US BANK	VISA- MICHAELS	19.59	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.93	Library
87617	5/7/2014	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	17.56	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.06	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	16.27	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	15.59	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	15.25	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	15.25	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	15.23	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.05	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	12.84	Library
87633	5/7/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	10.33	Library
87616	5/7/2014	BAKER & TAYLOR	BOOKS-LIBRARY	9.86	Library
87664	5/13/2014	US BANK	VISA- RALPHS	9.66	Library
87664	5/13/2014	US BANK	VISA- RITE AID	2.61	Library
<b>Total Amount for 43 Line Item(s) from Library</b>				<b>\$12,817.15</b>	

**LMD #22**

87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,032.00	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	1,001.97	LMD #22
87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	919.48	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	879.87	LMD #22
87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	868.75	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	822.41	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	763.15	LMD #22
87615	5/7/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	562.21	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	481.23	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	339.38	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	287.30	LMD #22
87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	216.00	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	215.48	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	199.32	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	159.81	LMD #22
87659	5/7/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	145.00	LMD #22
87712	5/14/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	137.04	LMD #22
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	126.35	LMD #22



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87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	118.51	LMD #22
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	75.37	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	66.44	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	61.05	LMD #22
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	30.53	LMD #22
<b>Total Amount for 23 Line Item(s) from LMD #22</b>				<b>\$9,508.65</b>	
<b>LMD #24</b>					
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	1,684.61	LMD #24
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	9.03	LMD #24
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	5.38	LMD #24
<b>Total Amount for 3 Line Item(s) from LMD #24</b>				<b>\$1,699.02</b>	
<b>LMD #27</b>					
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	554.86	LMD #27
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	2.26	LMD #27
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	1.35	LMD #27
<b>Total Amount for 3 Line Item(s) from LMD #27</b>				<b>\$558.47</b>	
<b>LMD #32</b>					
87612	5/7/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	34.12	LMD #32
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	2.26	LMD #32
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	1.35	LMD #32
<b>Total Amount for 3 Line Item(s) from LMD #32</b>				<b>\$37.73</b>	
<b>LMD 22 - Common Benefit Area</b>					
87672	5/14/2014	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL SECURITY COSTS REIMB	60,000.00	LMD 22 - Common Benefit Area
87698	5/14/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
87635	5/7/2014	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	9,697.50	LMD 22 - Common Benefit Area
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	85.74	LMD 22 - Common Benefit Area
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	51.14	LMD 22 - Common Benefit Area



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<b>Total Amount for 5 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$81,334.38</b>	
<b><u>Media Operations</u></b>					
87677	5/14/2014	CDW GOVERNMENT INC	BATTERY PACK	2,888.55	Media Operations
87711	5/14/2014	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,985.00	Media Operations
87656	5/7/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,887.66	Media Operations
87721	5/14/2014	VERIZON WIRELESS	TELEPHONE SERVICE	1,848.58	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,401.74	Media Operations
87671	5/14/2014	AT&T	TELEPHONE SERVICE	1,075.93	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,004.92	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	471.37	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	453.58	Media Operations
87699	5/14/2014	MEGAPATH CORPORATION	DSL SERVICE	443.65	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	442.51	Media Operations
87664	5/13/2014	US BANK	VISA- NATOA	345.00	Media Operations
87664	5/13/2014	US BANK	VISA- SCAN NATOA	220.00	Media Operations
87670	5/14/2014	AMERICOMP GROUP IMAGING	PRINTER REPAIRS	194.92	Media Operations
87664	5/13/2014	US BANK	VISA- AMAZON.COM	186.78	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	135.60	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	113.94	Media Operations
87716	5/14/2014	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	88.66	Media Operations
87656	5/7/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	75.01	Media Operations
87664	5/13/2014	US BANK	VISA- VIMEO.COM	59.95	Media Operations
87713	5/14/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	53.65	Media Operations
87664	5/13/2014	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
87664	5/13/2014	US BANK	VISA- FRESH BROTHERS	50.09	Media Operations
87664	5/13/2014	US BANK	VISA- JOBS AVAILABLE	30.00	Media Operations
87664	5/13/2014	US BANK	VISA- AOL SERVICES	17.95	Media Operations
87664	5/13/2014	US BANK	VISA- STARBUCKS	9.70	Media Operations
<b>Total Amount for 26 Line Item(s) from Media Operations</b>				<b>\$15,535.59</b>	
<b><u>Non-Departmental</u></b>					
87669	5/14/2014	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2014	5,000.00	Non-Departmental
87689	5/14/2014	IRON MOUNTAIN	STORAGE SERVICES	3,157.06	Non-Departmental
87702	5/14/2014	NEOFUNDS BY NEOPOST	POSTAGE	2,000.00	Non-Departmental



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87664	5/13/2014	US BANK	VISA- STORAGE ETC	1,925.00	Non-Departmental
87620	5/7/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MEQ/CBB	957.38	Non-Departmental
87675	5/14/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
87664	5/13/2014	US BANK	VISA- COSTCO	734.37	Non-Departmental
87664	5/13/2014	US BANK	VISA- COSTCO	335.28	Non-Departmental
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	319.48	Non-Departmental
87664	5/13/2014	US BANK	VISA- COFFEE WHOLESALE USA	271.84	Non-Departmental
87674	5/14/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	191.48	Non-Departmental
87664	5/13/2014	US BANK	VISA- RALPHS	84.97	Non-Departmental
<b>Total Amount for 12 Line Item(s) from Non-Departmental</b>				<b>\$15,751.43</b>	
<b><u>Payroll</u></b>					
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	9,188.98	Payroll
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	4,669.08	Payroll
<b>Total Amount for 2 Line Item(s) from Payroll</b>				<b>\$13,858.06</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
87664	5/13/2014	US BANK	VISA- CORNER BAKERY	134.76	Public Safety & Emergency Preparedness
87664	5/13/2014	US BANK	VISA- CALABASAS CHAMBER	60.00	Public Safety & Emergency Preparedness
87664	5/13/2014	US BANK	VISA- CESA SO CHAPTER	55.00	Public Safety & Emergency Preparedness
<b>Total Amount for 3 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$249.76</b>	
<b><u>Public Works</u></b>					
87708	5/14/2014	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	3,994.80	Public Works
87727	5/14/2014	WILLDAN ASSOCIATES INC.	CIVIL PLAN CHECK	3,300.00	Public Works
87727	5/14/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE	3,252.50	Public Works
87658	5/7/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,200.00	Public Works
87727	5/14/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE	2,180.00	Public Works
87690	5/14/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,640.00	Public Works
87649	5/7/2014	RAINBOW SIGNS INC	WATERSHED WORKSHOP BANNERS	1,362.50	Public Works
87691	5/14/2014	JOHN DEERE LANDSCAPES, INC.	GT SERVICE- SMART IRRIGATION	880.00	Public Works
87619	5/7/2014	CALIFORNIA RECYCLES	BATTERY RECYCLING	800.00	Public Works
87658	5/7/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	764.00	Public Works
87708	5/14/2014	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	714.00	Public Works



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87663	5/7/2014	WILLDAN ASSOCIATES INC.	GRADING & SOILS REVIEWS	682.50	Public Works
87727	5/14/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE	525.00	Public Works
87646	5/7/2014	ORTIZ/JOEL//	CONSULTING SERVICES	500.00	Public Works
87727	5/14/2014	WILLDAN ASSOCIATES INC.	EASEMENT CHECK	500.00	Public Works
87664	5/13/2014	US BANK	VISA- ORANGE COAST TITLE	500.00	Public Works
87667	5/14/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
87667	5/14/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
87644	5/7/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	260.00	Public Works
87644	5/7/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	225.00	Public Works
87663	5/7/2014	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	207.50	Public Works
87685	5/14/2014	DEPARTMENT OF CONSUMER AFFAIRS	ENGINEER LICENSE RENEWAL	115.00	Public Works
87624	5/7/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	78.24	Public Works
87664	5/13/2014	US BANK	VISA- APWA	54.25	Public Works
87664	5/13/2014	US BANK	VISA- MARAL CUISINE	46.28	Public Works
87717	5/14/2014	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	43.50	Public Works
87721	5/14/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
<b>Total Amount for 27 Line Item(s) from Public Works</b>				<b>\$25,468.72</b>	

## Recoverable / Refund / Liability

87715	5/14/2014	TORO ENTERPRISES, INC.	PARK SORRENTO MEDIAN CIR. RET	24,457.51	Recoverable / Refund / Liability
87647	5/7/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	500.85	Recoverable / Refund / Liability
87625	5/7/2014	ECMC	WAGE GARNISHMENT- 5/2/14	273.54	Recoverable / Refund / Liability
87709	5/14/2014	SCHWARTZ/GORDON//	RECREATION REFUND	195.00	Recoverable / Refund / Liability
87628	5/7/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 5/2/14	184.62	Recoverable / Refund / Liability
87704	5/14/2014	OWENS CELLI/MORGYN//	REFUND ARTS FEST BOOTH	135.00	Recoverable / Refund / Liability
87681	5/14/2014	CRUZ/RYAN//	REFUND FACILITY RENTAL	83.50	Recoverable / Refund / Liability
87686	5/14/2014	DIAMOND/SHERRI BLUMENTHAL//	RECREATION REFUND	80.00	Recoverable / Refund / Liability
87631	5/7/2014	HOFFMAN/JENNIFER//	REFUND ENCROACHMENT FEE	80.00	Recoverable / Refund / Liability
87719	5/14/2014	URSO/ANGIE//	RECREATION REFUND	76.00	Recoverable / Refund / Liability
87681	5/14/2014	CRUZ/RYAN//	REFUND FACILITY RENTAL	70.00	Recoverable / Refund / Liability
87726	5/14/2014	WILKINS/EMMA//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
87693	5/14/2014	KUHN/PATRICIA//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
87654	5/7/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 5/2/14	46.15	Recoverable / Refund / Liability
87687	5/14/2014	FIELDS/ANDRE//	REFUND ARTS FEST BOOTH	35.00	Recoverable / Refund / Liability



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 15 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$26,327.17</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
87720	5/14/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	2,000.00	Tennis & Swim Center
87623	5/7/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,265.12	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- KRAMES STAYWELL	1,211.01	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- FENCE FACTORY	1,207.29	Tennis & Swim Center
87722	5/14/2014	VIEWPOINT EDUCATIONAL	POOL RENTAL	743.76	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- NATIONAL GYM SUPPLY	638.16	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- KEISER CORP	486.60	Tennis & Swim Center
87724	5/14/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	453.54	Tennis & Swim Center
87662	5/7/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	396.84	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- RECREONICS	359.03	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	345.55	Tennis & Swim Center
87662	5/7/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	331.91	Tennis & Swim Center
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	329.56	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- HOME DEPOT	309.58	Tennis & Swim Center
87714	5/14/2014	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	308.29	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ARC SERVICES	245.00	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- SWIM OUTLET	226.94	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ARC SERVICES	216.00	Tennis & Swim Center
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	214.65	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- OFFICE DEPOT	176.49	Tennis & Swim Center
87611	5/7/2014	AMERICAN RED CROSS	LIFEGUARD TRAINING MATERIALS	175.00	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- KNORR SYSTEMS	167.93	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- FRANKLINS HARDWARE	157.37	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ORIENTAL TRADING CO	153.99	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- SUPER A CLEANERS	140.00	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- RALPHS	130.62	Tennis & Swim Center
87648	5/7/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 14	104.82	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ADOLPH KIEFER	103.60	Tennis & Swim Center
87662	5/7/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	103.56	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ULINE	97.11	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- CONSTANT CONTACT	95.00	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- LESLIES POOL SUPPLY	78.69	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- SUBWAY	75.00	Tennis & Swim Center



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87664	5/13/2014	US BANK	VISA- FEDEX OFFICE	68.67	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- SPORT CHALET	55.47	Tennis & Swim Center
87638	5/7/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 14	53.54	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- HOME DEPOT	51.70	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- ALBERTSONS	41.89	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- WALMART	41.11	Tennis & Swim Center
87692	5/14/2014	KISHIMOTO/RAINE//	REIMB MILEAGE - APR 2014	37.68	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- HOME DEPOT	33.55	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- BUCKEYE FITNESS	29.00	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- SHELL OIL	26.15	Tennis & Swim Center
87664	5/13/2014	US BANK	VISA- WALMART	13.33	Tennis & Swim Center
<b>Total Amount for 44 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$13,500.10</b>	

## Transportation

87632	5/7/2014	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	207,462.68	Transportation
87705	5/14/2014	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	47,136.89	Transportation
87643	5/7/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 14	29,234.66	Transportation
87701	5/14/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 14	21,786.59	Transportation
87701	5/14/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 14	13,530.19	Transportation
87643	5/7/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 14	11,609.21	Transportation
87639	5/7/2014	MALIBU CANYON SHELL	FUEL CHARGES- APR 2014 (1/2)	5,731.72	Transportation
87643	5/7/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 14	5,338.74	Transportation
87701	5/14/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 14	4,385.83	Transportation
87696	5/14/2014	MALIBU CANYON SHELL	FUEL CHARGES- APR 2014 (2/2)	4,202.72	Transportation
87609	5/7/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,183.90	Transportation
87694	5/14/2014	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	3,927.82	Transportation
87712	5/14/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,460.94	Transportation
87710	5/14/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
87673	5/14/2014	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	1,636.17	Transportation
87710	5/14/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,225.96	Transportation
87701	5/14/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - APR 14	521.67	Transportation
87664	5/13/2014	US BANK	VISA- ORANGE COAST TITLE	500.00	Transportation
87643	5/7/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 14	478.63	Transportation
87723	5/14/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	377.05	Transportation
87710	5/14/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	307.03	Transportation
87697	5/14/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	249.62	Transportation



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87664	5/13/2014	US BANK	VISA- SHELL OIL	170.00	Transportation
87710	5/14/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	168.00	Transportation
87697	5/14/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	163.50	Transportation
87688	5/14/2014	HERNANDEZ/JOSE LUIS//	REIMB FUEL- CITY VEHICLE	150.00	Transportation
87701	5/14/2014	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- APR 14	121.44	Transportation
87664	5/13/2014	US BANK	VISA- UNION 76	100.75	Transportation
87664	5/13/2014	US BANK	VISA- DO IT CENTER	86.38	Transportation
87664	5/13/2014	US BANK	VISA- PEPBOYS	67.31	Transportation
87664	5/13/2014	US BANK	VISA- CHEVRON	60.47	Transportation
87697	5/14/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	49.06	Transportation
87664	5/13/2014	US BANK	VISA- RABI INC	46.88	Transportation
87664	5/13/2014	US BANK	VISA- EXXON MOBIL	44.66	Transportation
87664	5/13/2014	US BANK	VISA- EXXON MOBIL	44.55	Transportation
87664	5/13/2014	US BANK	VISA- UNION 76	43.00	Transportation
87664	5/13/2014	US BANK	VISA- UNION 76	42.25	Transportation
87664	5/13/2014	US BANK	VISA- CHEVY SERVICES	37.70	Transportation
87664	5/13/2014	US BANK	VISA- SHELL OIL	37.29	Transportation
87664	5/13/2014	US BANK	VISA- RABI INC	33.30	Transportation
87664	5/13/2014	US BANK	VISA- PAVILIONS	32.43	Transportation
87664	5/13/2014	US BANK	VISA- SHELL OIL	32.00	Transportation
87664	5/13/2014	US BANK	VISA- CANOGA PARK CNG	31.15	Transportation
87664	5/13/2014	US BANK	VISA- UNION 76	19.99	Transportation
87664	5/13/2014	US BANK	VISA- DOLLAR TREE	11.99	Transportation
87664	5/13/2014	US BANK	VISA- SHELL OIL	8.00	Transportation
87664	5/13/2014	US BANK	VISA- EXXON MOBIL	8.00	Transportation
87664	5/13/2014	US BANK	VISA- AMAZON.COM	4.98	Transportation
<b>Total Amount for 48 Line Item(s) from Transportation</b>				<b>\$370,593.10</b>	
<b>GRAND TOTAL for 408 Line Items</b>				<b>\$688,037.66</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

<b>11-Jun</b>		
PW	Public Hearing	FY 14-15 levy of assessments in connection with LLAD and proposed increase of assessments in a certain zone; thereof and following tabulation of mail ballots, adopt Resolution No. 2014-1408, certifying the results of the assessment ballot proceeding with respect to the proposed increase; and adoption of Resolution No. 2014-1409, finally approving an engineer's report in connection with LLAD 22, 24, 27, & 32 and confirming diagrams and assessments for such districts for FYI 14-15.
CD	Consent	MOU with Calabasas Tech Center
PW	Consent	Agreements with L.A. County for Lost Hills project.
PW	Consent	Recommendation to award four contracts in a total amount not to exceed \$ _____ (current) to Venco Western for the landscape maintenance of the common areas located within Calabasas Country Estates Zone 4, Calabasas Park Estates Zone 8, Clairidge Zone 10 and Palatino Zone 14 within LLAD 22
PW	Consent	Adoption of Resolution No. 2014-xxxx Approving the Adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.
CD	New Business	Recommendation from the Senior Task Force to approve the space plan/concept design for the Calabasas Senior Center.
CD	New Business	Overview of the City's Ridgeline Ordinance
CD	Public Hearing	St. Andrews Lane project

**Future Items:**

CC	New Business	Council appointments
Finance	New Business	Budget briefing
CC	New Business	Discussion regarding Council/Commissioners parking spaces
CC	Consent	League's annual conference voting delegates
CD	Consent	Environmental review consultanting services
CD	New Business	Discussion regarding existing Calabasas business licenses.
PW	New Business	Lost Hills project update.
PW	Consent	Contract award for Mulholland Hwy. Project Const.
CC	Consent	Conflict of Interest Code
CC	New Business	Section 2.04 Muni Code Amendment - City Council Reorg date
CC	New Business	Muni Code Amendment - Commission Term Expiration date
CC	New Business	Contract reprocurement
CD	Public Hearing	Cost/Fee schedule for scanning of documents
PW	New Business	Stormwater semi-annual quarterly update
PW	Update	Bicycle Master Plan update
CC	New Business	Noticing/public outreach with Commissions recommendations

**2014 CITY COUNCIL MEETING DATES**

Jun 18 - Workshop	Sep 24-Cancelled Rosh Hashanah
Jun 25	Oct 8
Jul 9 - Cancelled	Oct 22
Jul 23 - Cancelled	Nov 12
Aug 13	Nov 26-Cancelled Thanksgiving Eve
Aug 27	Dec 10
Sep 10	Dec 24-Cancelled