



CITY *of* CALABASAS

CITY COUNCIL AGENDA - **REVISED**
REGULAR MEETING - WEDNESDAY, NOVEMBER 28, 2012
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
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.

CLOSED SESSION – ~~6:30 P.M.~~ TO BE DISCUSSED AT CLOSE OF MEETING
CONFERENCE ROOM

1. EXISTING LITIGATION, pursuant to G.C. 54956.9(a) –
City of Calabasas v. Kwi Hahn et al
Los Angeles Superior Court Case Number: Case No. BC 474429
2. EXISTING LITIGATION, pursuant to G.C. 54956.9(a)
City of Calabasas v. Hahn et al
Los Angeles Superior Court Case Number: Case No. SC111766

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

- Recognition of Roxsana Sepanlou for her service on the Historic Preservation Commission.
- Recognition of Relay for Life 2012 participants.

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:15 P.M.

CONSENT ITEMS – 7:25 P.M.

1. Approval of meeting minutes from November 14, 2012.
2. Approval of Professional Services Agreement with G2 Construction, Inc. for fabrication and installation of full capture storm drain catch basin screens on public streets within the Las Virgenes Creek Sub-watershed.
3. Adoption of Ordinance 2012-302 amending Chapter 17.11 of the Calabasas Municipal Code by eliminating Multi-Family Residential, Residential Accessory Uses, Residential Care Homes, and Senior Residential Housing from the list of Conditionally Permitted Uses for the Commercial Retail (CR) Zoning District.
4. Recommendation to fund and re-establish the Mulholland Highway Permanent Restoration Project (Specification No. 09-10-03, Federal Aid Project No. ER-4207(004)) and to modify the budget accordingly.

NEW BUSINESS – 7:35 P.M.

5. Recommendation to proceed with design and construction of traffic mitigation projects in accordance with the Memorandum of Agreement, dated December 15, 2004 with the Calabasas Park Homeowners Association.
6. Recommendation from the Senior Task Force to approve moving forward with preliminary design and construction of a senior center on the Civic Center Property.

INFORMATIONAL REPORTS – 7:50 P.M.

7. Check Register for the period of November 7-November 15, 2012.

TASK FORCE REPORTS – 7:52 P.M.

CITY MANAGER'S REPORT – 7:55 P.M.

FUTURE AGENDA ITEMS – 7:58 P.M.

ADJOURN – 8:00 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, December 12, 2012 at 7:00 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 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 that we may assist you.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, NOVEMBER 14, 2012**

Mayor Maurer called the meeting to order at 7:04 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California.

ROLL CALL Present: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Martin and Shapiro.
 Absent: None.
 Staff: Bartlett, Coroalles, Hall, Hernandez, Howard, Liebman, Lysic, Parker, Rubin, Tamuri and Yalda.

The Pledge of Allegiance was led by John J. Elginer, II.

APPROVAL OF AGENDA

Councilmember Shapiro moved, seconded by Councilmember Martin to approve the agenda. **MOTION CARRIED 5/0.**

ANNOUNCEMENTS/INTRODUCTIONS

- Presentation to John J. Elginer, II in recognition of his generous toy donation to the Sheriff's Station Comfort Room.

Mayor Maurer and Lt. Ty presented a proclamation and a certificate of appreciation, respectively to Mr. Elginer for his kindness.

Councilmember Shapiro announced his attendance to the one-year celebration of Canyon Creek. He also announced his attendance with Councilmember Bozajian to the Calabasas High School Football Charity Golf Tournament. He reported on the annual flu clinic's success held on October 27. He announced the drive-thru food drive on November 17-18 at the Commons, from 9 am to 5 pm to benefit the West Valley Food Pantry. He also announced an informational meeting on November 26, at 7 pm, at Calabasas High School pertaining to the Performing Arts Educational Center. He further announced Calabasas High School Charley's Aunt Play from November 14-18, at 7 pm. He wished everyone a Happy Thanksgiving.

Councilmember Martin also wished a Happy Thanksgiving to everyone.

Mayor pro Tem Gaines announced the post-Election Analysis Show by Councilmember Bozajian and him available on CTV. He reported on his attendance to Emergency Operations Center training held by staff on November 6. He also

reported on his attendance to the Santa Monica Recreation area birthday celebration. He expressed appreciation to staff for their work on the Calabasas Classic held on November 11. He congratulated Councilmember Shapiro for his daughter's recent Bar Mitzvah and also for his son's performance at the last Calabasas High School football game.

Councilmember Bozajian expressed appreciation to everyone who participated in the Agoura Hills/Calabasas Community Center Trunk or Treat event on Halloween.

Mayor Maurer reported that all her Government students participated on Election Day as poll workers. She introduced the Senior Task Force members: Carol Davis, Sue Somberg, Charlotte Mier, Lois Julien and Brenda Cohen.

Mayor Maurer announced that the meeting will be adjourned in memory of Mrs. Hazel Verna Williams, mother of CTC Commissioner Candice Weber.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Bruce Boyer spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from October 24, 2012.
2. Recommendation to accept completion of the 2012 Annual Citywide Street Resurfacing Project, Specification No. 11-12-01, by C.A. Rasmussen, Inc. and direct the City Clerk to file Notice of Completion.
3. Recommendation to accept completion of the Tennis Court Resurfacing Project at the Calabasas Tennis & Swim Center, Specification No. 11-12-04, by Taylor Tennis Courts, Inc. and direct the City Clerk to file Notice of Completion.
4. Recommendation to award a three-year Professional Services Agreement to Absolute Tree & Brush for annual Weed Abatement/Fuel Reduction for Fire Safety within the City of Calabasas in an amount not to exceed \$401,706.12 per year plus annual Consumer Price Index (CPI) increases.
5. Recommendation to award Construction Contract for Mulholland Highway 2012 Overlay Project, Specification No. 12-13-01 to All American Asphalt.

Councilmembers Shapiro and Bozajian requested Item No. 2 and 4, respectively, be pulled for separate discussion.

Mayor pro Tem Gaines moved, seconded by Councilmember Bozajian to approve Items No. 1, 3 and 5 on the Consent Calendar. MOTION carried 5/0.

Following discussion, Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 2. MOTION carried 5/0.

Dennis Jones spoke on Item No. 4.

Following discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro to approve Item No. 4. MOTION carried 5/0.

NEW BUSINESS

6. Discussion on potential sites for a Senior Center and direction to staff to initiate conceptual design.

Mr. Rubin presented potential sites for a senior center.

The following individuals spoke on Item No. 6: Sue Somberg, Bill Davis, Marie Smith, Seve Kohn, Judy Berustein, Fanny Krivit, Barbara Meepos, Dr. Tessa Warshaw, Mary Karchem, Lois Julien, Ed Albrecht, Carol Davis, Sharon Lerner, Mai Phan, Roza Besser, Norm Hoffman, Patty Bourdon, Alan Bricklin, MD, Adele Miller, Harold Arkoff, Eleanor de Carteret, Annette Kaplan, Bruce and Lynn Ross, Arnold Bresky, MD, Marilyn Weiner, Jody Thomas, Catherine Allen, Helene Regen, Charlotte Meyer, Richard Sherman and Michael Brockman.

Following extensive discussion, direction was provided to the Senior Task Force.

The meeting recessed at 9:32 p.m.
The meeting reconvened at 9:48 p.m.

7. Update on Public Employees' Pension Reform Act (PEPRA) AB 340.

Ms. Parker presented an overview of PEPRA.

No action was taken on this item.

PUBLIC HEARING

8. A Resolution of the City Council of the City of Calabasas amending the 2030 General Plan by eliminating multi-family residential uses from the description for business-retail land use, and adding a definition of convalescent care facility to the glossary; and introduction of an ordinance to amend Chapter 17.11 of the Calabasas Municipal Code by eliminating multi-family residential, residential accessory uses, residential care homes, and senior residential housing, as a conditionally permitted uses in the commercial retail zoning district.

Mayor Maurer opened the Public Hearing

Jody Thomas spoke on Item No. 8.

Mayor Maurer closed the Public Hearing

Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 8. MOTION carried 5/0.

INFORMATIONAL REPORTS

9. Check Register for the period of October 16 to October 30, 2012.

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

None.

FUTURE AGENDA ITEMS

ADJOURN

Councilmember Shapiro moved, seconded by Councilmember Martin, to adjourn the meeting in memory of Mrs. Hazel Verna Williams at 10:52 p.m. to the next regular meeting to be held on Wednesday, November 28, 2012 at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 19, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH G2 CONSTRUCTION INC. FOR FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN CATCH BASIN SCREENS ON PUBLIC STREETS WITHIN THE LAS VIRGENES CREEK SUB-WATERSHED.

MEETING

DATE: NOVEMBER 28, 2012

SUMMARY RECOMMENDATION:

Staff recommend that the City Council approve the Professional Services Agreement with G2 Construction Inc. for fabrication and installation of full-capture storm drain catch basin screens on public streets within the Las Virgenes Creek sub-watershed.

BACKGROUND:

In March 2011, City staff applied for a grant funding administered by the Santa Monica Bay Restoration Commission (SMBRC) funded through proposition 84 to install catch basin screens. The screens would help prevent trash and debris from entering the storm drains which eventually discharge into Las Virgenes Creek and Santa Monica Bay beaches and would bring the City into compliance with the Clean Water Act requirements for the Malibu Creek Watershed known as trash Total Maximum Daily Load (TMDL).

In August 2011 the SMBRC Governing Board approved a Proposition 84 grant award to the City of Calabasas for \$168,000.

On January 25, 2012 the City Council adopted Resolution No. 2012-1316 authorizing entering into an agreement with the State of California and designating a representative to sign the agreement and any amendments thereto, for the Las Virgenes Creek Catch Basin Debris Screen project.

DISCUSSION/ANALYSIS:

Preventing trash from reaching local creeks and streams, beaches, and the Santa Monica Bay removes a potential hazard to human health and aquatic life, and helps protect aesthetics of these natural areas. Implementation of the project will help meet the Malibu Creek Trash TMDL. Trash screens will capture trash and debris greater than 5mm in size. The city estimates that average capture will be approximately 12 pounds of debris per applicable drain per quarter.

A Request for Proposal (RFP) was issued on August 17, 2012. Three proposals were received and the lowest proposal was 43% above the project budget, therefore all proposals were rejected by City staff.

The scope of work was modified to reduce the cost and a new RFP was issued on October 1, 2012. Three proposals were received from the same proposers on October 12, 2012 as follows:

- | | |
|----------------------------|-----------|
| 1. United Storm Water Inc. | \$528,774 |
| 2. Time Structure | \$293,100 |
| 3. G2 Construction Inc. | \$224,700 |

Staff entered into negotiations with the low proposer and agreed to modify the scope of work performed by the contractor and took on the responsibility of some work such as the traffic plan, traffic control devices, catch basin maintenance and cleaning, public education, curb painting, etc. Therefore, the contract amount was reduced to \$175,000.

United Storm Water Inc. sent the staff a protest letter on October 18, 2012 followed by a letter from a law firm representing the holder of patents concerning certain storm drain gate systems. The letter asserts that a component of G2 Construction's system MAY infringe on a patent involving similar device. In a letter dated October 31, 2012, G2 Construction Inc. denied the claim, asserting among other things that G2's systems have been accepted and installed without claims in Los Angeles County. The City Attorney reviewed the claim and the response by both parties and in a letter dated November 5, 2012 concluded the following:

- a) There is no formal administrative procedure to “protest” an award of a professional services agreement pursuant to an RFP.
- b) The city cannot determine the validity of any such collateral and allegation of possible patent infringement and therefor after finding that the response by G2 meets the requirements of the RFP was prepared to move forward with a recommendation to the City Council to award a contract to G2 Construction, Inc.
- c) City urged both parties to work together to resolve whatever issues and differences they may have related to storm water debris capture systems.

FISCAL IMPACT/SOURCE OF FUNDING:

The \$7,000 gap between the contract amount and the Prop 84 grant funding is part of City’s match and shall be funded thru City’s AB939 Trash Collection Fees (Account No. 14-313-525200). Since part of the scope of work will be performed by City, \$10,000 funding from AB939 Trash Collection Fees shall be appropriated for catch basin preparation, maintenance and cleaning prior to installation of the catch basin devices. An additional \$25,000 from Management Reserve Account shall be appropriated for traffic control plan and devices, purchasing traffic control equipment, repairing storm drain damages and other works as needed by the contract agreement. The current contract with California Civil Engineering Services for public works on-call maintenance and services shall be amended to perform the above tasks.

REQUESTED ACTION:

That the City Council approve the Professional Services Agreement with G2 Construction Inc. for fabrication and installation of full-capture storm drain catch basin screens on public streets within the Las Virgenes Creek sub-watershed.

ATTACHMENT:

Professional Services Agreement with G2 Construction, Inc.

PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas / G2 Construction, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and G2 Construction, Inc. a California corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a contractor: **Fabrication and installation of certified full capture storm drain catch basin screen on all public streets within the Las Virgenes Creek sub-watershed.**
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s response to RFP dated October 12, 2012 attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s October 25, 2012 fee schedule (Acceptance Letter) to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 28, 2012
- 3.4 “Expiration Date”: November 27, 2013.

4. TERM

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

5. CONTRACTOR’S SERVICES

- 5.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of **One Hundred Seventy Five Thousand Dollars (\$175,000)** unless specifically approved in advance and in writing by City.

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

6. COMPENSATION

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

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 Contractor shall indemnify, defend, and hold harmless the City of Calabasas, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

- 10.2 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss,

injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement including but not limited to claims of patent, trademark or copyright infringement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

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

- 10.7 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 10.8 Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses due to any alleged patent,, trademark, or copyright infringement, or any claim of unfair competition in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice

11. INSURANCE

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

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

12. MUTUAL COOPERATION

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

performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Alex Farassati
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Contractor:

G2 Construction Inc.
13331 "K" Garden Grove Blvd.
Garden Grove, CA 92843
Attn: John Alvarado
Telephone: (714) 784-4242
Facsimile: (714) 748-4244

With courtesy copy to:

Scott H. Howard
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes

beyond the control and without the fault or negligence of Contractor.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

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

“City”

City of Calabasas

“Contractor”

G2 Construction, Inc.

By: _____

Mary Sue Maurer, Mayor

Date: _____

By: _____

John Alvarado, President

Date: _____

By: _____

Lisa Brown, Corporate Secretary

Date: _____

Attest:

By: _____

Maricela Hernandez, MMC

City Clerk

Date: _____

Approved as to form:

By: _____

Scott H. Howard, Interim City Attorney

Date: _____

Exhibit A

Proposal to the City of Calabasas

**RFP: Fabrication and Installation
of Full Capture Catch Basin Devices**

G2 Construction, Inc.

Oct 12, 2012

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 - a. **Company Info**
 - b. **Company Contact**
 - c. **Staffing Plan**
 - d. **Firm Background & Experience**
 - e. **References**
 - f. **Scope of Services**
 - g. **Drawings (see below)**
 - h. **Implementation Timeline**
 - i. **Labor Hours**
 - j. **Fee Schedule (see below)**
 - k. **Certification**

2. **G2 Drawings – CPS**

3. **G2 Drawings – ARS**

4. **Additional Installations & References**

5. **Forms:**
 - 1: **Bidder’s Information**
 - 1-2: **References & Receipt and Acknowledgement**
 - 3: **Non-Collusion Affidavit**
 - 4: **Fee Schedule**

**City of Calabasas RFP:
Fabrication and Installation of
Full Capture Catch Basin Devices**

**Statement of Qualifications
G2 Construction, Inc.**

Company Information

Company Name G2 Construction, Inc
DBA G2 Construction, Inc.
Address 13331 Garden Grove Blvd, Suite "K", Garden Grove, CA 92843
Company website www.g2construction.com
State Contractors License #801253 – A, C-8, C-60

Company Contact Person

Contact Name John Alvarado, President, G2 Construction, Inc.
Contact Phone 714-448-8080
Contact Email jalvarado@g2construction.com
Decision Maker John Alvarado, President, G2 Construction, Inc.

Staffing Plan and Organizational Chart

1) John R. Alvarado, G2 President

Project Planning & Management; Assembly and Installation Manager

Responsibilities:

Overall management of company and each project. Reviews requirements of each project and ensures that G2 provides the product and service required by the Customer. Addresses the Customers needs for development of appropriate "as built" devices when needed.

Manages fabrication of the required devices, and high quality field installations.

2) Eric Taylor, Director of Operations

Administrative & Business Development Manager; Project & Ops Management

Experience: 12 years project management & business development; Project Management Professional (PMP) certified; 5 years ARS projects

Responsibilities:

To review Project Documents and Develop a Cost and Profit analysis in order to achieve competitive Project Bids. Develops, maintains and distributes project scheduling. Monitors daily activities of each project and meets regularly with Customer Staff to maintain written and verbal communication as required.

3) John A. Alvarado, G2 Superintendent – Shop Fabrication / Field Install

Experience: 6 years, supervising fabrication & installation processes

4) Dalen Berard, Chief Installer, CPS, ARS, Welding & Plasma

Experience: 5 years, installation processes

5) Martin Magana, Chief Installer, CPS, ARS, Welding & Plasma

Experience: 3 years, fabrication & installation tech

6) Eloy Hernandez, Fabrication & Installation Technician, Welding & Plasma

Experience: 5 years, fabrication & installation tech

7) Jerry Lopez, Fabrication & Installation Technician, Welding & Plasma

Experience: 4 years, fabrication & installation tech

8) Joe Delgado, Fabrication & Installation Technician, Welding & Plasma

Experience: 5 years, fabrication & installation tech

9) Ramon Lopez, Fabrication & Installation Technician, Welding & Plasma

Experience: 4 years, fabrication & installation tech

Resumes available upon requested.

Firm Background and Experience

G2 Construction, Inc. began in 2001 and incorporated in 2006. Our offices are based in Garden Grove, CA, and the company conducts business throughout SoCal. Our company's foundation is in concrete construction, and we have expertise with all aspects of roadway concrete construction. We began specializing in Storm Drain pollution prevention devices in 2002, and have become a premier manufacturer and installer of catch basin products.

Since 2002, G2 has been an innovator, fabricator, and custom installer of devices in more than in than 5,000 catch basins. Products include Automatic Retractable Screens (ARS), Connector Pipe Screens (CPS), filter boxes (EDC-13), and fixed screens. The dollar value of our projects has ranged from \$5,000 to \$950,000. On each of our projects we have proven ourselves as a reliable and responsible contractor.

At this time, G2 is an approved vendor for (3) products with L.A. County, City of LA, dozens of cities, and home builders across SoCal. Additionally, G2 is an approved vendor for (4) products in the San Francisco Bay Area. We collaborate, innovate and produce solutions for our public and private customers.

G2's personnel include very experienced fabricators, welders and installers. We use the latest welding and plasma working equipment to produce our products in a safe manner. G2 is focused on meeting the needs of our customers with high levels of satisfaction.

References (see pg 28 References form)

1	Akbar Gadim, LA County P.W. Senior Insp. 626-482-3013	ARS / CPS	2008-9 and 2009-10
2	Daryl Hamilton, LA County PW, Senior Insp. 626-482-3013	ARS / CPS	2008-9 and 2009-10
3	Hoda Hassan, LA County PW Project Manager. 626-458-4955	ARS	2008-9
4	Richard Weyermuller, LA County Engineer, Design Div. 626-458-7870	Device design & testing	2005 - present
5	Mario Rodriguez. LA County PW Project Manager. 626-458-3147	ARS / CPS	2009-10
6	Mila Sologub, City of West Hollywood Senior Inspector. 323-848-6338	ARS (5 WEHO CB projects)	2005 - present
7	Nick Manglakiri, City of Cypress, Project Engineer 714-229-6740	ARS	2008

More references available upon request.

Qualifications

- State Contractors License #801253 – A, C-8, C-60
- G2 has fabricated and installed storm drain devices (ARS, CPS, etc.) on more than 100 projects since 2002. The company has successfully installed devices in more than 5,000 catch basins. (see references)
- Welding expertise: C-60 welding classification. Use of “AWS” standards and practices ensures that we provide a sound long lasting product.
- Concrete expertise

Scope of Services

G2 Construction will closely follow the "Scope of Work" and "Product Specifications" defined in the Request for Proposal. G2 will manufacture and install connector pipe screens (CPS), and paint staff gauges on the catch basin walls, per LACDPW encroachment permit requirements for 180 catch basins. We will manufacture and install automatic retractable screens (ARS) in those catch basins.

Drawings – See attached

Implementation Timeline

G2 projects an installation timeline of 60 working days following Council approval and New Contract effective date.

Critical path milestones in preparation for service startup include:

- Preliminary Catch Basin Measurement and Inspection. Submittal of written records to the City.
- Fabrication planning based on inspections and product specifications.
- Acquiring materials
- Mobilizing fabrication resources
- Initial processing of materials
- Communication Plan with the City of Calabasas
- Final schedule provided to the City
- Final processing of materials
- Service startup

Labor Hours (Estimate)

<u>Est. Hours</u>	<u>Scope Task</u>
125	Field Location Review & Measurement
165	Shop Processing of CPS materials
900	Fabrication & Shop Processing of devices
1050	Installation of field devices
110	Painting
145	Public Notification
110	Testing
550	Supervision/ Management
3155	

G2 Construction is fully staffed to meet all the requirements of this project with 100% reliability. Current workload allows for focused attention to this project between October 2012 and March, 2013. G2 is staffed with highly experienced technicians and supervisors with many years of positive history with the fabrication and installation of the ARS and CPS devices.

Fee Schedule – See attached

Certification – See cover page

City of Calabasas RFP: Fabrication and Installation of Full Capture Catch Basin Devices

Certification Cover Letter

G2 Construction, Inc. is pleased to submit this proposal to the City of Calabasas for the *Fabrication and Installation of Full Capture Catch Basin Devices RFP*. This proposal is valid for one hundred twenty (120) days.

Authorized to negotiate this contract is John Alvarado, President, G2 Construction, Inc.

714-448-8080; jalvarado@g2construction.com

13331 Garden Grove Blvd, Suite "K", Garden Grove, CA 92843

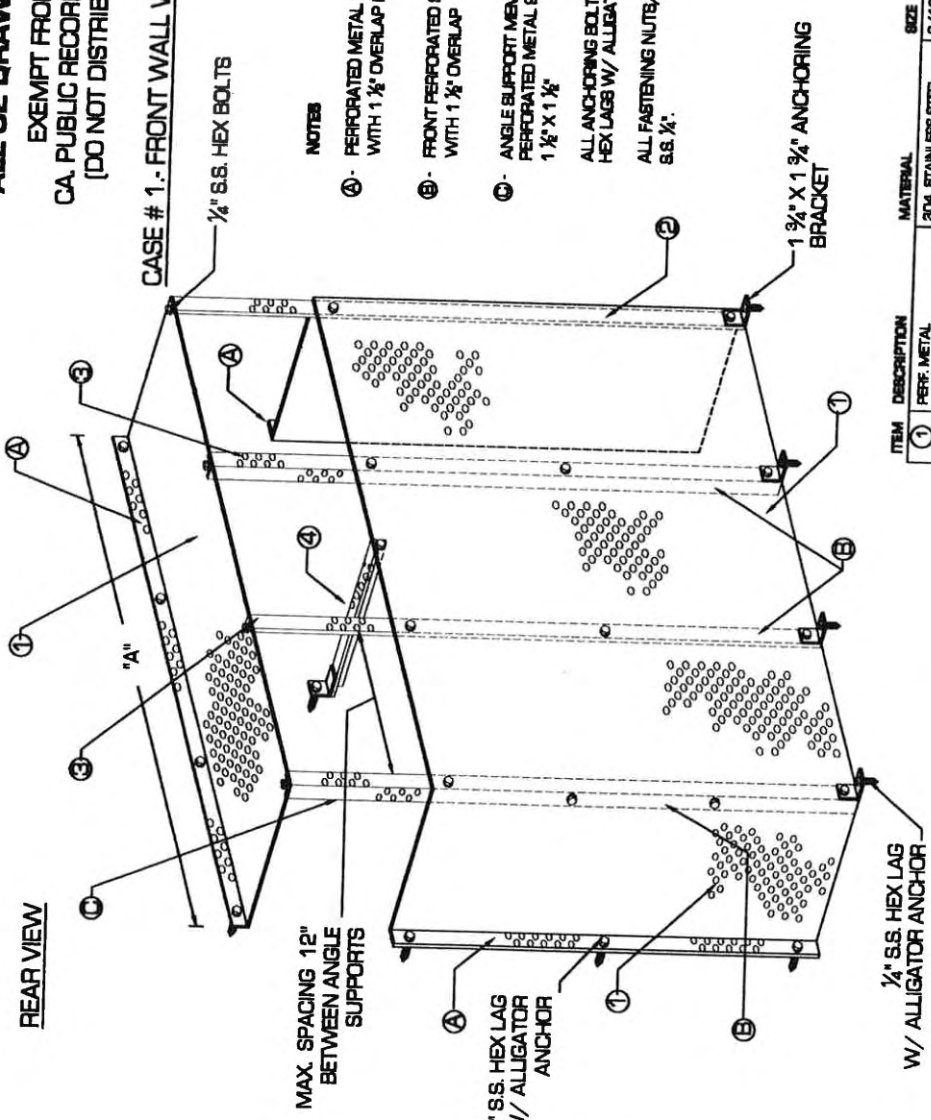
This cover letter certifies that G2 Construction complies with nondiscrimination requirements of the California State and the Federal Government.



John Alvarado, President, G2 Construction, Inc.

ALL G2 DRAWINGS
 EXEMPT FROM
 CA. PUBLIC RECORDS ACT
 (DO NOT DISTRIBUTE)

CASE # 1.- FRONT WALL WITH DEFLECTOR



- NOTES**
- Ⓐ - PERFORATED METAL TO BE 90° BENT WITH 1 1/2" OVERLAP EACH WAY.
 - Ⓑ - FRONT PERFORATED SHEETS TO BE SIZED WITH 1 1/2" OVERLAP
 - Ⓒ - ANGLE SUPPORT MEMBERS TO BE PERFORATED METAL 90° BENT 1 1/2" X 1 1/2"
- ALL ANCHORING BOLTS TO BE S.S. 1/4" HEX LAGS W/ ALLIGATOR ANCHOR.
 ALL FASTENING NUTS/BOLTS TO BE S.S. 1/4".

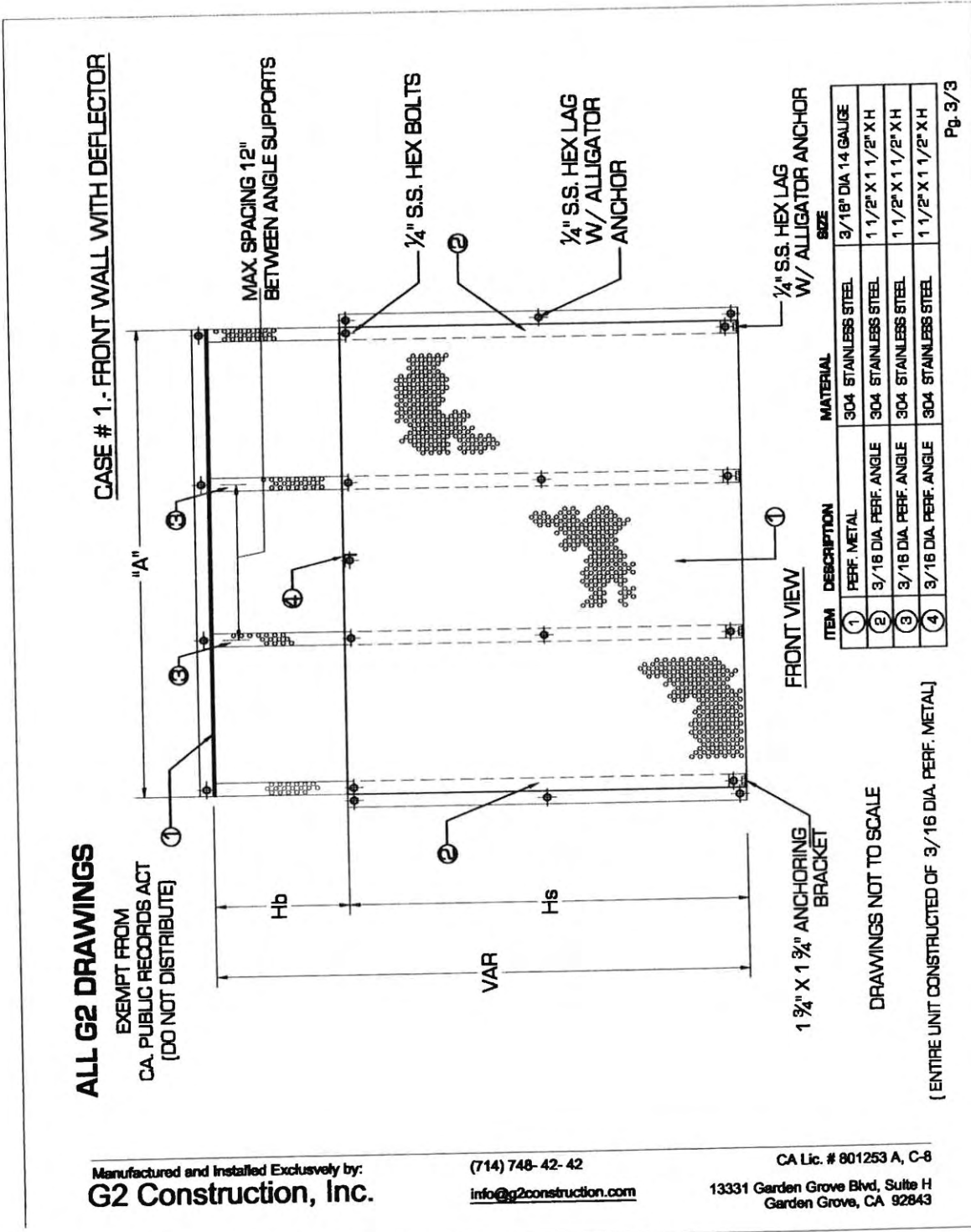
ITEM	DESCRIPTION	MATERIAL	SIZE
1	PERF. METAL	304 STAINLESS STEEL	3/16" DIA 14 GAUGE
2	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H
3	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H
4	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H

[ENTIRE UNIT CONSTRUCTED OF 3/16 DIA. PERF. METAL]

Manufactured and Installed Exclusively by:
G2 Construction, Inc.

(714) 748-42-42
info@g2construction.com

CA Lic. # 801253 A, C-8
 13331 Garden Grove Blvd, Suite H
 Garden Grove, CA 92843



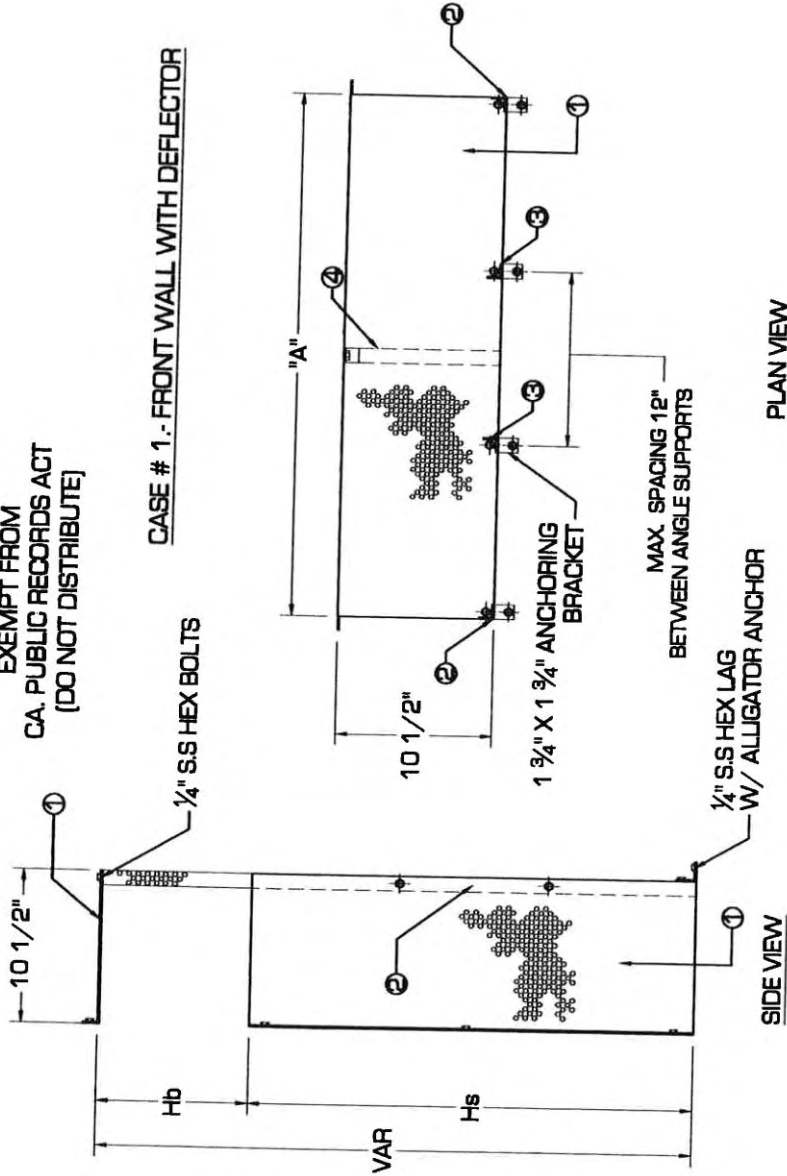
Manufactured and Installed Exclusively by:
G2 Construction, Inc.

(714) 748-42-42
info@g2construction.com

CA Lic. # 801253 A, C-8
 13331 Garden Grove Blvd, Suite H
 Garden Grove, CA 92843

ALL G2 DRAWINGS
 EXEMPT FROM
 CA. PUBLIC RECORDS ACT
 (DO NOT DISTRIBUTE)

CASE # 1 - FRONT WALL WITH DEFLECTOR



ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	3/16" DIA 14 GAUGE
②	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H
③	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H
④	3/16 DIA. PERF. ANGLE	304 STAINLESS STEEL	1 1/2" X 1 1/2" X H

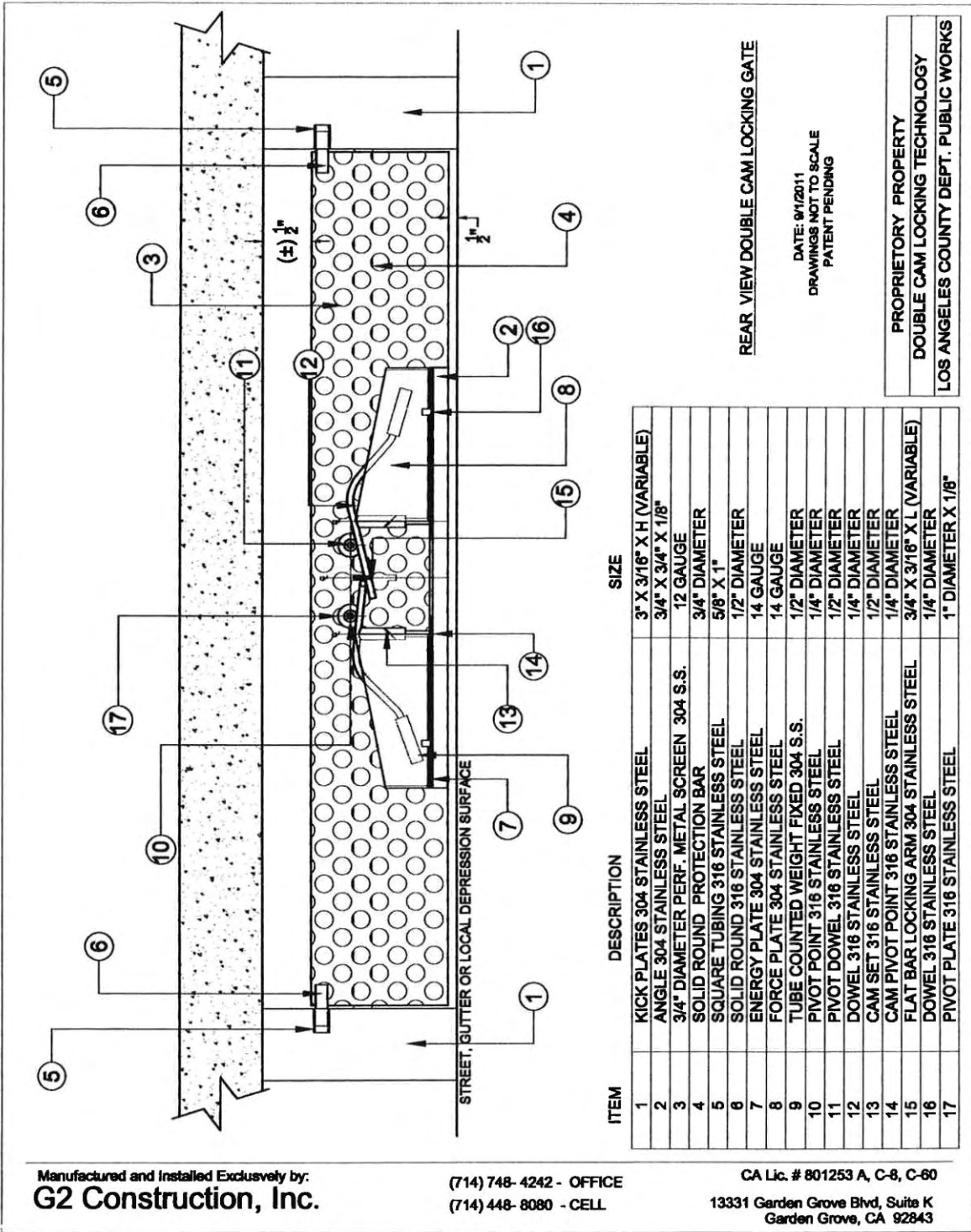
DRAWINGS NOT TO SCALE

[ENTIRE UNIT CONSTRUCTED OF 3/16 DIA. PERF. METAL]

Manufactured and Installed Exclusively by:
G2 Construction, Inc.

(714) 748- 42- 42
info@g2construction.com

CA Lic. # 801253 A, C-8
 13331 Garden Grove Blvd, Suite H
 Garden Grove, CA 92643



REAR VIEW DOUBLE CAM LOCKING GATE

DATE: 01/2011
 DRAWINGS NOT TO SCALE
 PATENT PENDING

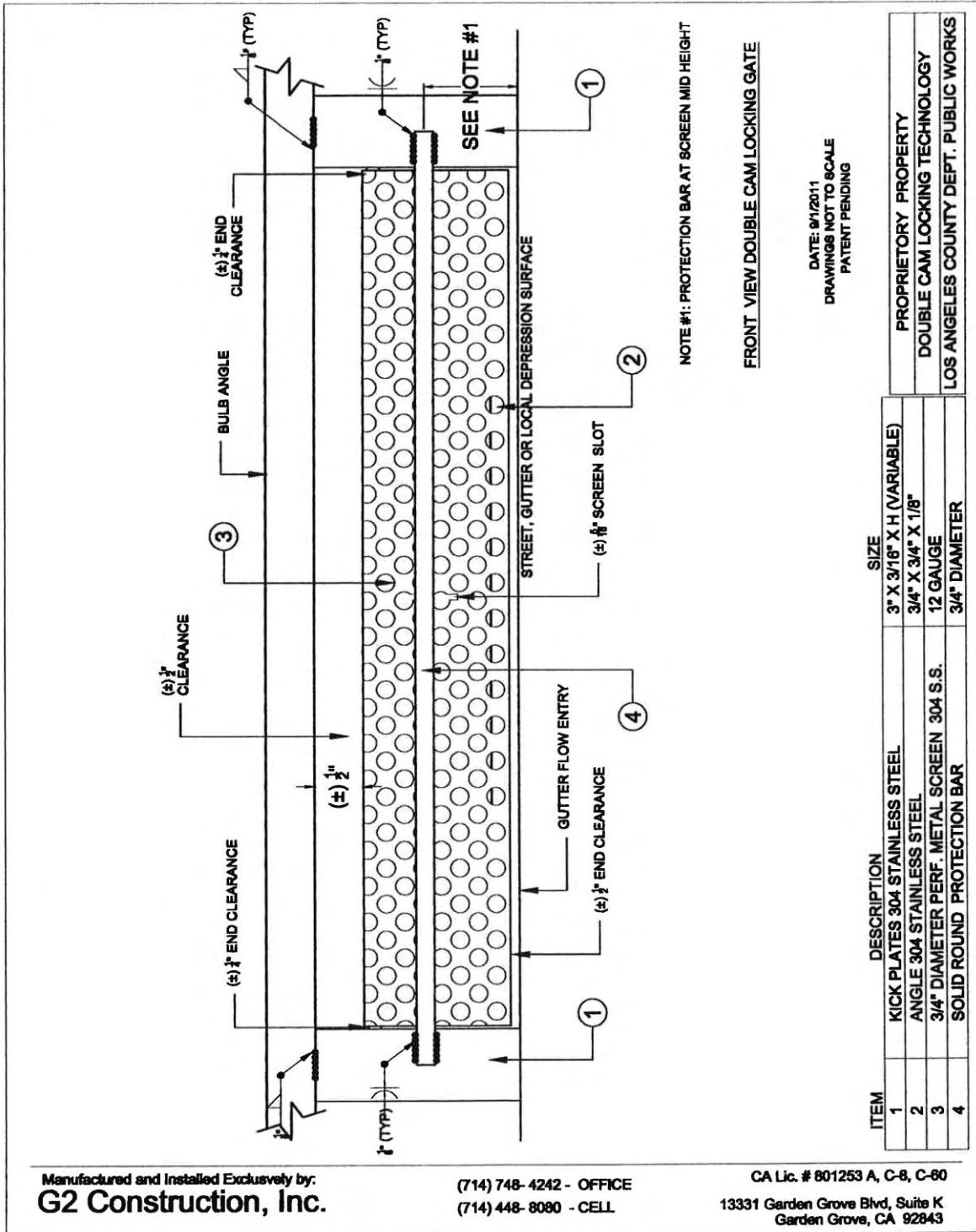
PROPRIETARY PROPERTY
 DOUBLE CAM LOCKING TECHNOLOGY
 LOS ANGELES COUNTY DEPT. PUBLIC WORKS

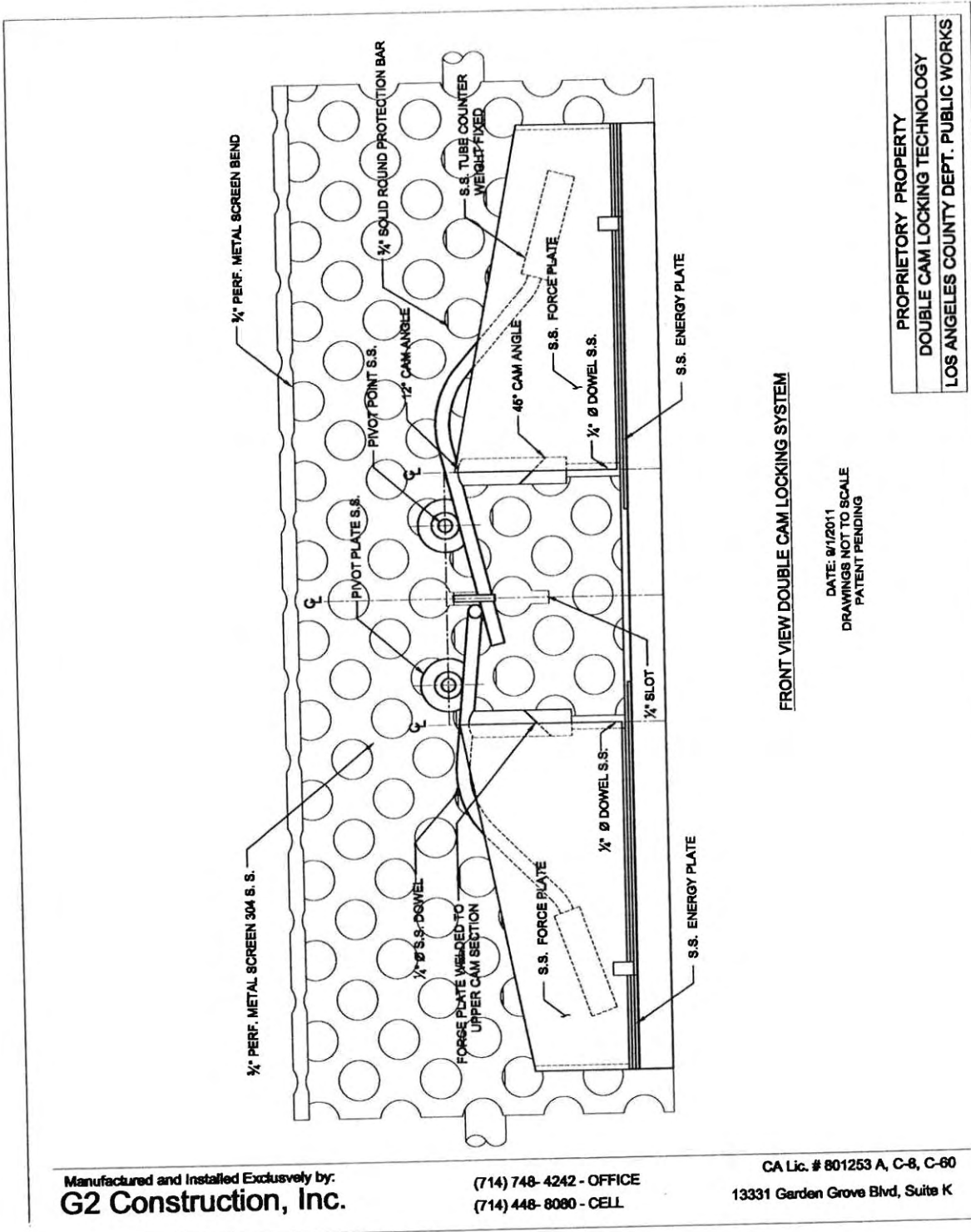
ITEM	DESCRIPTION	SIZE
1	KICK PLATES 304 STAINLESS STEEL	3" X 3/16" X H (VARIABLE)
2	ANGLE 304 STAINLESS STEEL	3/4" X 3/4" X 1/8"
3	3/4" DIAMETER PERF. METAL SCREEN 304 S.S.	12 GAUGE
4	SOLID ROUND PROTECTION BAR	3/4" DIAMETER
5	SQUARE TUBING 316 STAINLESS STEEL	5/8" X 1"
6	SOLID ROUND 316 STAINLESS STEEL	1/2" DIAMETER
7	ENERGY PLATE 304 STAINLESS STEEL	14 GAUGE
8	FORCE PLATE 304 STAINLESS STEEL	14 GAUGE
9	TUBE COUNTED WEIGHT FIXED 304 S.S.	1/2" DIAMETER
10	PIVOT DOWEL 316 STAINLESS STEEL	1/4" DIAMETER
11	PIVOT POINT 316 STAINLESS STEEL	1/2" DIAMETER
12	DOWEL 316 STAINLESS STEEL	1/4" DIAMETER
13	CAM SET 316 STAINLESS STEEL	1/2" DIAMETER
14	CAM PIVOT POINT 316 STAINLESS STEEL	1/4" DIAMETER
15	FLAT BAR LOCKING ARM 304 STAINLESS STEEL	3/4" X 3/16" X L (VARIABLE)
16	DOWEL 316 STAINLESS STEEL	1/4" DIAMETER
17	PIVOT PLATE 316 STAINLESS STEEL	1" DIAMETER X 1/8"

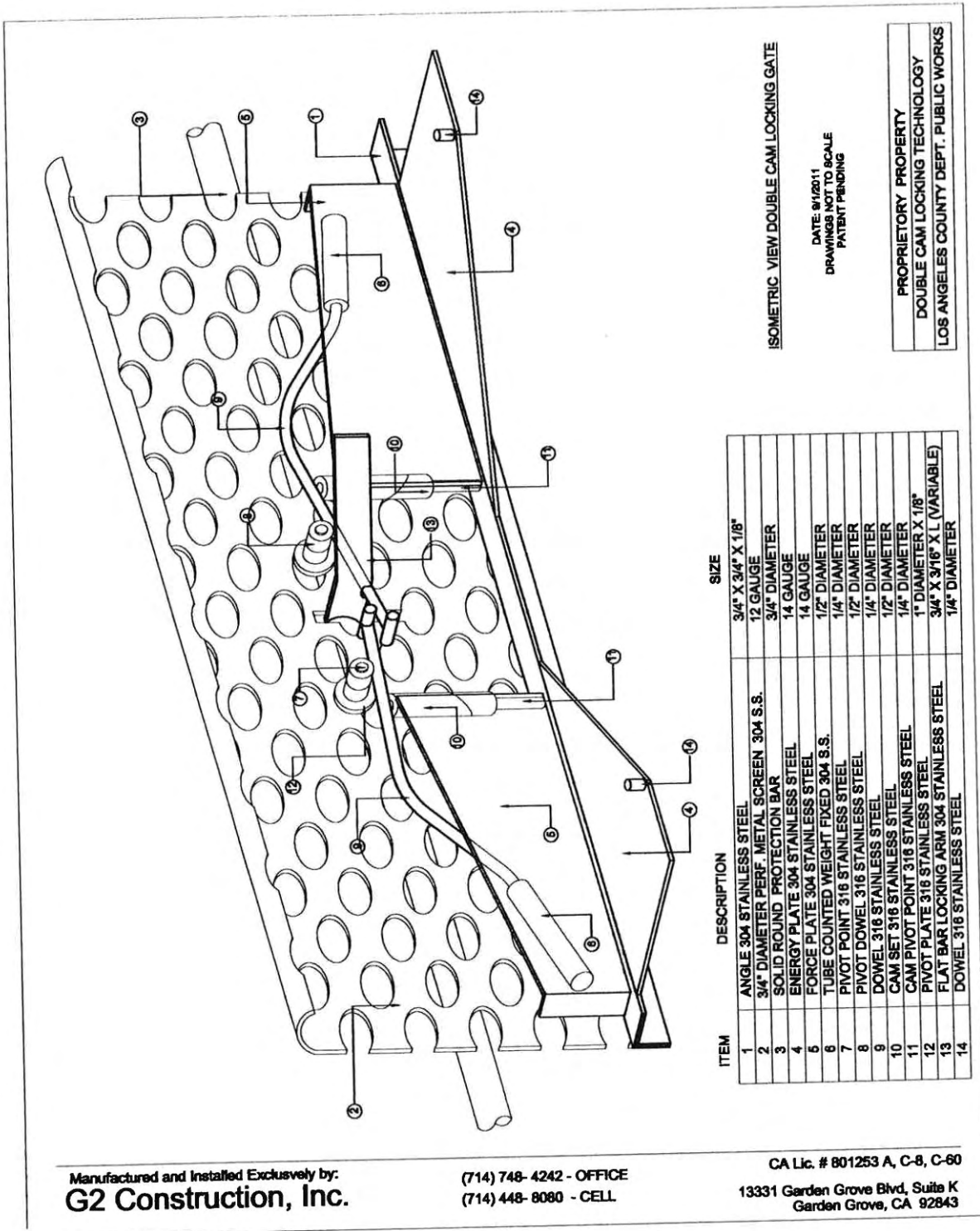
Manufactured and Installed Exclusively by:
G2 Construction, Inc.

(714) 748-4242 - OFFICE
 (714) 448-8080 - CELL

CA Lic. # 801253 A, C-8, C-60
 13331 Garden Grove Blvd, Suite K
 Garden Grove, CA 92843







ISOMETRIC VIEW DOUBLE CAM LOCKING GATE

DATE: 8/1/2011
 DRAWINGS NOT TO SCALE
 PATENT PENDING

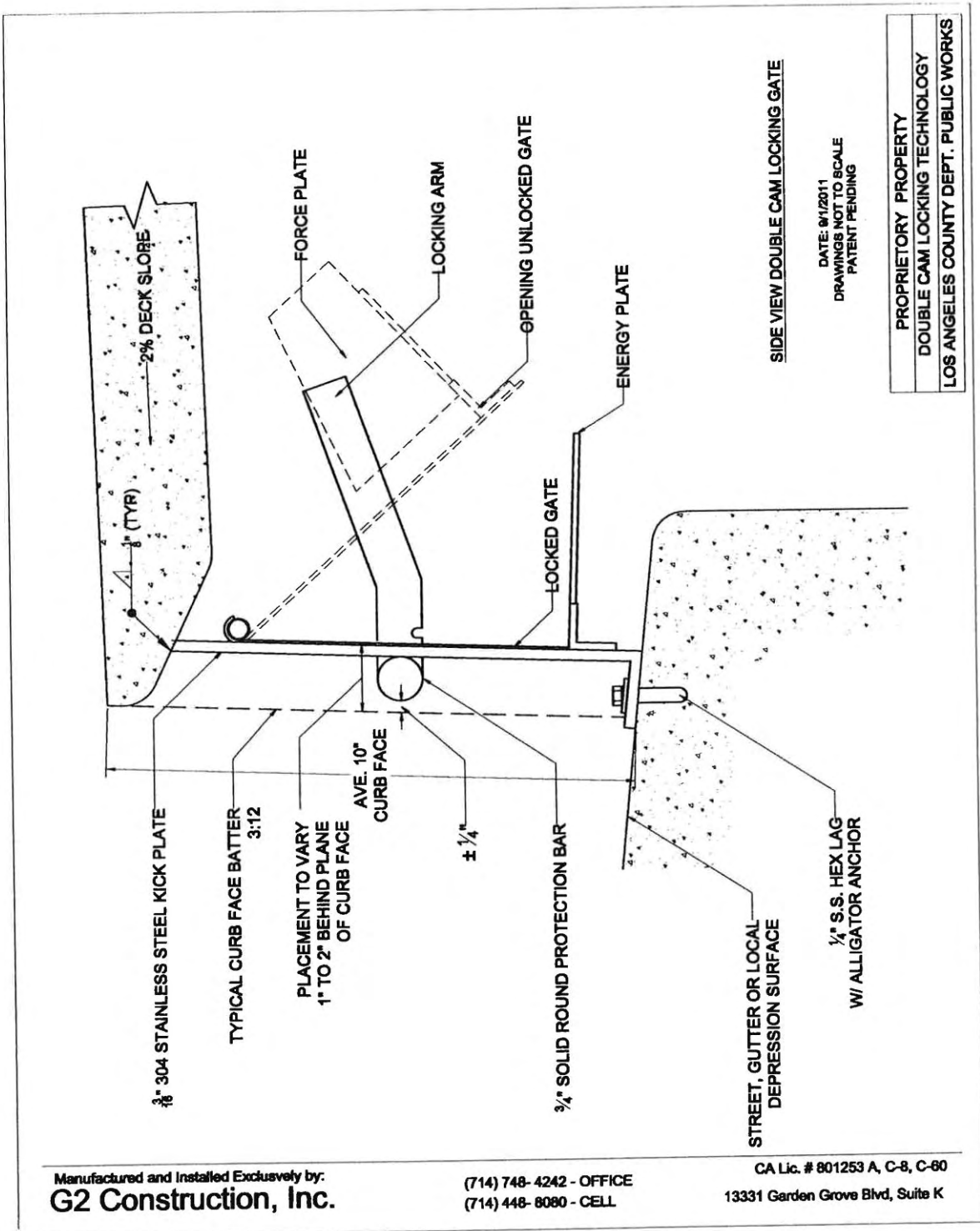
PROPRIETARY PROPERTY
 DOUBLE CAM LOCKING TECHNOLOGY
 LOS ANGELES COUNTY DEPT. PUBLIC WORKS

ITEM	DESCRIPTION	SIZE
1	ANGLE 304 STAINLESS STEEL	3/4" X 3/4" X 1/8"
2	3/4" DIAMETER PERF. METAL SCREEN 304 S.S.	12 GAUGE
3	SOLID ROUND PROTECTION BAR	3/4" DIAMETER
4	ENERGY PLATE 304 STAINLESS STEEL	14 GAUGE
5	FORCE PLATE 304 STAINLESS STEEL	14 GAUGE
6	TUBE COUNTED WEIGHT FIXED 304 S.S.	1/2" DIAMETER
7	PIVOT POINT 316 STAINLESS STEEL	1/4" DIAMETER
8	PIVOT DOWEL 316 STAINLESS STEEL	1/2" DIAMETER
9	DOWEL 316 STAINLESS STEEL	1/2" DIAMETER
10	CAM SET 316 STAINLESS STEEL	1/4" DIAMETER
11	CAM PIVOT POINT 316 STAINLESS STEEL	1" DIAMETER X 1/8"
12	PIVOT PLATE 316 STAINLESS STEEL	3/4" X 3/16" X L (VARIABLE)
13	FLAT BAR LOCKING ARM 304 STAINLESS STEEL	1/4" DIAMETER
14	DOWEL 316 STAINLESS STEEL	1/4" DIAMETER

Manufactured and Installed Exclusively by:
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 13331 Garden Grove Blvd, Suite K
 Garden Grove, CA 92843



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(714) 748-4242 - OFFICE
 (714) 448-8080 - CELL

CA Lic. # 801253 A, C-8, C-80
 13331 Garden Grove Blvd, Suite K

G2 Construction

Installations by G2 Construction

The following governmental agencies have installed *Debris Gates*™ as part of their NPDES and TMDL solutions:

- Los Angeles County
- City of Cypress
- City of West Hollywood
- City of Laguna Hills
- City of Laguna Niguel
- City of Inglewood
- City of Santa Barbara
- City of Temple City
- City of Bell
- City of Huntington Beach
- City of Costa Mesa
- City of Rancho Cucamonga

Private Development

- S&S Construction
- Williams Homes
- United Stormwater
- Camarillo Engineering
- Pioneer Construction
- Turf Construction
- ProSystems
- Vintage Communities
- Wetzel Concrete
- Sandoval Pipeline
- Blois Construction
- KZC Construction Inc.
- R- Help Construction Inc.
- Young & Associates

(714) 748-4242
Info@g2construction.com

13331 Garden Grove Blvd, Suite
Garden Grove, CA 92843

CA Lic. # 801253 A, C-8, C-60

G2 Construction

REFERENCES

Installations by G2 Construction, Inc.

Los Angeles County DPW

Akbar Gadim
Construction Division
(626) 482-3013
900 South Fremont Ave.
Alhambra, CA 91803

Los Angeles County DPW

Hector Hernandez
Construction Division
(626) 458-3144
900 South Fremont Ave.
Alhambra, CA 91803

City of Cypress

Public Works
Nick Mangkalakiri
(714) 229-6729
5275 Orange Ave.
Cypress, CA 90630

City of West Hollywood

Sharon Perlstein
City Engineer
(323) 848-6383
8300 Santa Monica Blvd.
West Hollywood, CA 90069

City of Inglewood

Ken Watson & Eric Escobar
Public Works
(310) 412-5333
One Manchester Blvd.
Inglewood, CA 90301

City of Laguna Hills

Vince Cardona
(949) 707-2653
Public Works
24035 El Toro Road.
Laguna Hills, CA 92563

City of Santa Monica

Louis Hernandez & Paul Gonzales Jr
(310) 458-8508
Waste Water Division
2500 Michigan Ave.
Santa Monica, CA 90404

Los Angeles County DPW

Joseph Li & Steve Dickson
(626) 458-7839
Design Division
900 South Fremont Ave.
Alhambra, CA 91802

(714) 748-4242
Info@g2construction.com
13331 Garden Grove Blvd, Suite
Garden Grove, CA 92843
CA Lic. # 801253 A, C-8, C-60



Request For Proposal (RFP)
Fabrication and Installation of Full Capture Catch Basin Devices

Form No. 1: BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name: G2 CONSTRUCTION, INC.
Business Address: 13331 "K" GARDEN GROVE BLVD.
GARDEN GROVE, CA. 92843
Telephone: 714-748-4242 Fax: 714-748-4244 E-mail: J ALVARADO @ G2 CONSTRUCTION.COM.
State Contractor's License Classification: GEN "A" CSLB's License Number: 801253
C-60
C-8

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:
JOHN R. ALVARADO, PRESIDENT, G2 714-448-8080

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venturer of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:
N/A

All current and prior DBA's alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:
N/A

IN WITNESS WHEREOF, this instrument has been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Bidder: G2 CONSTRUCTION, INC Dated: 10-11-12 - JAA

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct. Furthermore, the undersigned certifies that this company is not debarred, suspended, or otherwise excluded from participating in this project and is not on the Comptroller General's list of in-eligible companies.

Contractor's Signature: [Signature]
Printed Name: JOHN R. ALVARADO



Request For Proposal (RFP)
 Fabrication and Installation of Full Capture Catch Basin Devices

Form No. 2: REFERENCES

No	# of Installations	Company/Agency,	Contact Person	Telephone #	Type(s) of device installed	Date(s) of Installation
1	200 + ANNUAL CONTRACTS	CITY OF LAGUNA HILLS.	P.W. HUMZA JAVED, P.E.	949 707-2650	"ARS" INLET SCREENS	MARCH 2012.
2	200 +	CITY OF VERNON	P.W. SHERWOOD NITSUNARA RET.	323-583-8811	"CPS" INLET/DISCH. SCREENS-	SEPT. 2009
3	500 +	COUNTY OF L.A. P.W.	INSP. ARBAR GARIM	626-482-3013	"ARS & CPS" DEVICES.	JAN 2010
4	200 + ANNUAL CONTRACTS	CITY OF WEST HOLLYWOOD	SENIOR INSP - MIRA SOLOGUB	323-848-6338	ARS INLET SCREENS	2006 TO 2012.
5	150 EA	CITY OF CYPRESS ENG. - NICK MANGKALKIRI	NICK MANKALKIRI	714-229-6740	ARS INLET SCREENS.	2008

10-11-12
 AAA

Form No. 3: RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract documents:

N/A
 AAA

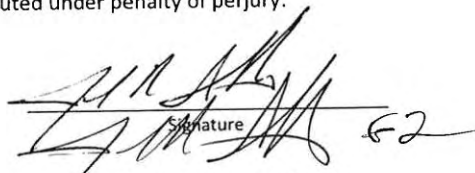
Addenda Number	Date Received	Initials
1		
2		
3		



Form No. 3: NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury:


Signature
JOHN R. ALVARADO
Printed Name

9-13-12
Date
10-11-12
PRESIDENT
Title



Request For Proposal (RFP)
 Fabrication and Installation of Full Capture Catch Basin Devices

Form No. 4: FEE SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Price		Extended Price	
				Fabrication	Installation	Fabrication	Installation
A	Furnish and/or install Connector Pipe Screen (CPS), including flow deflector on top of the CPS unit, per LACDPW requirements.	EA	180	\$ 192. ⁵⁰	\$ 157. ⁵⁰	\$ 34,650. ⁰⁰	\$ 28,350. ⁰⁰
B	Furnish and/or install automatic retractable screen (ARS) based on the following approximate dimensions:						
B.1	Under 50"	EA	4	\$ 192. ⁵⁰	\$ 157. ⁵⁰	\$ 770. ⁰⁰	\$ 630. ⁰⁰
B.2	51" - 60"	EA	27	\$ 220. ⁰⁰	\$ 180. ⁰⁰	\$ 5,940. ⁰⁰	\$ 4,860. ⁰⁰
B.3	89" - 100"	EA	83	\$ 385. ⁰⁰	\$ 315. ⁰⁰	\$ 31,955. ⁰⁰	\$ 26,145. ⁰⁰
B.4	130" - 152"	EA	10	\$ 577. ⁵⁰	\$ 472. ⁵⁰	\$ 5,775. ⁰⁰	\$ 4,725. ⁰⁰
B.5	169" - 200"	EA	40	\$ 660. ⁰⁰	\$ 540. ⁰⁰	\$ 26,400. ⁰⁰	\$ 21,600. ⁰⁰
B.6	253" - 270"	EA	9	\$ 962. ⁵⁰	\$ 787. ⁵⁰	\$ 8,662. ⁵⁰	\$ 7,087. ⁵⁰
B.7	348" - 354"	EA	7	\$ 1,347. ⁵⁰	\$ 1,102. ⁵⁰	\$ 9,432. ⁵⁰	\$ 7,717. ⁵⁰
TOTAL BID SCHEDULE IN FIGURE						\$ 123,585. ⁰⁰	\$ 101,115. ⁰⁰
TOTAL BID SCHEDULE IN WORDS:						\$ 224,700	
Two hundred twenty-four thousand, and seven hundred dollars.							

The above fee schedule is valid for one hundred twenty (120) days.

Company Name: G2 CONSTRUCTION, INC.
 Signature of Bidder's Authorized Representative: [Signature]
 Full Name of Bidder's Authorized representative: JOHN R. ALVARADO
 Date: 10-11-12 (Please Print)



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 801253

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	801253	Extract Date 10/11/2012
	G 2 CONSTRUCTION INC	
Business Information	Business Phone Number: (714) 448-8080 13331 GARDEN GROVE BLVD STE K GARDEN GROVE, CA 92843	
Entity	Corporation	
Issue Date	11/20/2001	
Reissue Date	08/11/2006	
Expire Date	08/31/2014	
License Status	ACTIVE This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	A	<u>GENERAL ENGINEERING CONTRACTOR</u>
	C-8	<u>CONCRETE</u>
	C60	<u>WELDING</u>
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with <u>SURETEC INSURANCE COMPANY.</u> Bond Number: 606388 Bond Amount: \$12,500 Effective Date: 03/09/2012 <u>Contractor's Bond History</u> BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) ALVARADO JOHN RALPH certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.	

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=8...> 10/11/2012

Effective Date: 08/13/2007

[BQI's Bond History](#)

WORKERS' COMPENSATION

This license has workers compensation insurance with
[STATE COMPENSATION INSURANCE FUND](#)

Workers' Compensation

Policy Number: 9008842

Effective Date: 03/31/2012

Expire Date: 03/31/2013

[Workers' Compensation History](#)

Miscellaneous Information

DATE	DESCRIPTION
08/11/2006	LICENSE REISSUED TO ANOTHER ENTITY

[Personnel List](#)

[Conditions of Use](#) | [Privacy Policy](#)
Copyright © 2010 State of California

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=8...> 10/11/2012

Exhibit B

G2 Construction, Inc.
13331 "K" Garden Grove Blvd.
Garden Grove, CA 92843
State Contractors License #801253 – A, C-8, C-60

October 25, 2012

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

Re: Conditional Acceptance of City of Calabasas Project: "Fabrication and Installation of Full Capture Catch Basin Devices (October 12, 2012)."

Mr. Farassati,

As a leading fabricator and installer of ARS and CPS devices in California, G2 Construction takes great pride in delivering the highest quality products and services while satisfying our customer's needs. With more than 10 years of experience in Pollution Prevention Storm Drain Devices our customers know that G2 creates solutions in device design and installation.

As you know, G2 was the lowest bidder in the City of Calabasas' RFP #1 (Sept. 14, 2012), and the lowest bidder for RFP #2 (Oct. 12, 2012). We were targeting a very small profit and operating on thin margins.

Learning last week in our discussion that the City of Calabasas has only \$175,000 for this project is a significant business concern. However, we want to work with the City and prove our value and as you progress towards your environmental goals.

G2 is willing to accept this project, given the conditions described below. Additionally, G2 will install our latest and most advanced ARS "Cam Lock System" (tested and approved by LAC Public Works) on this project.

City of Calabasas to provide:

1. **Catch Basin Cleaning** that meets LA County DPW standards to remove debris and vegetation that may pose a danger to installers or prevent a quality installation of devices. Cleaning is defined by removal of debris on the floor of the CB, and 3 feet into the discharge pipe. Cleaning shall occur approximately 3 to 10 days prior to a G2 scheduled CB installation. The cleaning should precede the installation such that new debris does not fill the CB due to rain or other circumstances.
2. **Traffic Control Equipment.** The following rented equipment for a minimum of 2 weeks (10 working days as coordinated with G2) is required for safe installations:
 - 1) Towable lighted arrow board.....1 ea.
 - 2) A foldable mesh sign with stand "Road Work Ahead".....1 ea.
 - 3) A foldable mesh sign with stand "Right or Left Lane Closed Ahead".....1 ea.
 - 4) 40 delineators with bases (orange cones 3 to 4 foot tall).

This equipment can be staged at City Hall for pickup by G2.

Pg 1 of 2

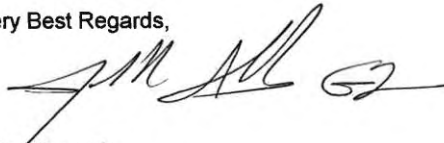
3. **Authorized Storage Location.** Authorization to park a 10-foot trailer in the back City Hall parking as assigned by City staff. The City cannot ensure security. If the City holds a public event requiring all of City Hall's parking spaces, then the trailer shall be moved temporarily to another City facility.
4. **Permits.** Any required L.A. County Public Works and City of Calabasas related permits and fees, including inspections, at no cost to G2 fees. The exception is a required "No fee encroachment permit".
5. **Painting.** Perform all required painting. Painting of ARS screens located at colored curbs (G2 will install all ARS screens with standard stainless steel finish). Also, the "Paint Gauge" for the CPS 5mm screens in the catch basins (G2 will train your team), and all materials and related equipment to be provided by the City.
6. **Project Mobilization Payment.** Provide a "project mobilization" payment of 33% of the reduced project amount of \$175,000. This \$57,750 payment allows G2 to acquire the required materials for the project, and the balance will be spread against units installed.
7. **Approved ARS Mounting.** Permit G2 to install ARS units with the standard LA County Public Works bottom-mount plates in the local depression area, as shown in the LACPW approved drawings by G2.
8. **Potential for Elimination of Catch Basins.** Some catch basins are not good candidates for ARS and/or CPS installations. In the process of field review, G2 may find unsuitable CBs. In such cases, G2 will advise the City. The City will have the option to eliminate these CBs from the project, or replace them with an alternative location.

G2 Construction wants to work with the City of Calabasas, and provide an excellent solution. The above requirements are imperative to reducing our financial losses on this project. The City's acceptance of all these conditions will enable G2 to complete this project on time and deliver the best product and service in the industry at your budget of \$175,000.

Acceptance of this proposal will enable both parties to achieve our objectives. If you agree to this proposal, then G2 will be pleased to accept this project and complete it to the City's satisfaction.

Alex, I look forward to working with you and your team.

Very Best Regards,



John Alvarado
G2 Construction, Inc.

Mobile: 714-448-8080



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 16, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TB TOM BARTLETT, A.I.C.P., CITY PLANNER

SUBJECT: ADOPTION OF ORDINANCE NO. 2012-302 AMENDING CHAPTER 17.11 OF THE CALABASAS MUNICIPAL CODE BY ELIMINATING MULTI-FAMILY RESIDENTIAL, RESIDENTIAL ACCESSORY USES, RESIDENTIAL CARE HOMES, AND SENIOR RESIDENTIAL HOUSING, FROM THE LIST OF CONDITIONALLY PERMITTED USES FOR THE COMMERCIAL RETAIL (CR) ZONING DISTRICT.

MEETING DATE: NOVEMBER 28, 2012

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance No. 2012-302, which will eliminate all multi-family residential uses from the list of conditionally permitted uses in the Commercial Retail (CR) zoning district.

BACKGROUND:

On November 14, 2012 the City Council conducted a public hearing and introduced Ordinance No. 2012-302. The ordinance introduction was accomplished as part of a joint motion which also adopted Resolution No. 2012-1356 to amend the 2030 General Plan so that multi-family residential uses are no longer included in the description of Business-Retail land uses. The motion passed by a 5-0 vote.

Formal adoption of Ordinance No. 2012-302 is necessary to complete the effort to strengthen and improve the Development Code, and to bring the Code into

conformance with General Plan policies. The ordinance would take effect on the 31st day following adoption by the Council.

The project is categorically exempt from CEQA review, as discussed in the previous staff report.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

That the City Council adopt Ordinance No. 2012-302, which will eliminate all multi-family residential uses from the list of conditionally permitted uses in the Commercial Retail (CR) zoning district.

ATTACHMENTS:

A: Ordinance No. 2012-302.

ORDINANCE NO. 2012-302

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CHAPTER 17.11 OF THE CALABASAS MUNICIPAL CODE BY ELIMINATING MULTI-FAMILY RESIDENTIAL AS A CONDITIONALLY ALLOWED USE IN THE COMMERCIAL RETAIL ZONING DISTRICT

WHEREAS, the City of Calabasas has adopted regulations governing commercial land uses pursuant to its police power to protect public health, safety, and welfare; specifically in Chapter 17.11 of the Calabasas Municipal Code; and,

WHEREAS, Chapter 17.11 of the Calabasas Municipal Code identifies permitted and conditionally permitted uses in all zoning districts, including the Commercial Retail zoning district; and,

WHEREAS, the supply of undeveloped land zoned for commercial retail use in the City is critically short and opportunities to add to the supply of Commercial Retail zoned land are severely limited; and,

WHEREAS, it is the intent of the City Council to preserve Commercial Retail zoned properties located in the City of Calabasas exclusively for commercial use; and,

WHEREAS, the City has set aside more than adequate land resources for future housing development on residentially zoned sites and mixed-use zoned sites, as documented in the Calabasas 2030 General Plan Housing Element, which was certified to be consistent with California housing laws by the California Department of Housing and Community Development; and,

WHEREAS, the elimination of residential land uses as conditionally permitted uses in Commercial Retail zoned areas of the city will not detrimentally affect the City's ability to provide for the future housing needs of the city; and,

WHEREAS, on October 18, 2012, the Planning Commission of the City of Calabasas held a duly noticed public hearing to consider the amendments to Chapter 17.11 of the Calabasas Municipal Code, received testimony from City staff, and all interested parties regarding the proposed Code amendments, and after such testimony and deliberation adopted Planning Commission Resolution No. 2012-529 recommending to the City Council adoption of Ordinance 2012-302; and,

WHEREAS, on November 14, 2012, the City Council of the City of Calabasas held a duly noticed public hearing to consider amendments to Chapter 17.11 of the Calabasas Municipal Code, received testimony from City staff and all interested parties regarding the proposed Code amendments, and considered reports and transcripts from the October 18, 2012 meeting of the Planning Commission;

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

Section 1. Code Amendment. Title 17, Chapter 17.11 of the Calabasas Municipal Code (Table 2-2, Land Use Table) is hereby amended as set forth in Exhibit A, attached.

Section 2. Severability. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction 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, and to that end the provisions of this ordinance are severable.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its adoption pursuant to California Government Code Section 36937.

Section 4. 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 , 2012.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

TABLE 2-2 - LAND USE TABLE																		
KEY: P=Permitted Use (See Chapter 17.62 for required permit), C=Conditionally Permitted (CUP required), A=Allowed as an Accessory Use, TUP=Temporary Use (TUP required)																		
LAND USE	ZONE																	
	RS	RM	RMH	RR	RC	PD	HM	OS	OS-DR	PF	REC	CL	CR	CO	CMU	CB	CT	See standards in section
AGRICULTURE																		
Agricultural uses for fuel modification				A			A	A										17.12.030 D.& E.
Equestrian Facilities				C	C		C	C			A							
Farm Animals				A			A/C	A/C										17.12.040
Hobby Farms				A/C			A/C	A/C										17.12.110
Kennels and animal boarding												C	C			C		17.12.1205
Plant Nurseries												C	C			C		
RESIDENTIAL																		
Apartments, Condominiums, Duplexes and other Multi-Family Dwellings		P				p							C		C		C	17.12.145
Community center, neighborhood	C	C	C		C	C					P				C			
Emergency Shelters												P						17.12.090
Home Occupations	A	A	A	A	A	A	A	A							A		A	17.12.115
Mobilehome parks																		17.12.135
Mobilehomes/manufactured housing (on a single lot)	P	P		P	P		P											17.12.140
Planned Development - Residential						C												
Residential accessory uses and structures	A	A	A	A	A	A	A	A					A		A			17.12.165
Residential care homes, six or fewer clients	P	P	P	P	P		P	P										
Residential care homes, seven or more clients		C											C		C		C(1)	
Rooming and boarding houses		C																

TABLE 2-2 - LAND USE TABLE

KEY: P=Permitted Use (See Chapter 17.62 for required permit), C=Conditionally Permitted (CUP required), A=Allowed as an Accessory Use, TUP=Temporary Use (TUP required)

LAND USE	ZONE																	See standards in section
	RS	RM	RMH	RR	RC	PD	HM	OS	OS-DR	PF	REC	CL	CR	CO	CMU	CB	CT	
Secondary housing units	P			P			P	P										17.12.170
Senior residential projects		P				P							C		C		C(1)	17.12.180
Single-family housing	P	P		P	P	P	P	P			P							
Transitional/Supportive housing	P (2)	P(2)																
INSTITUTIONAL																		
Educational																		
Schools K-12:																		
- Private	C	C								C			C					
- Public	C	C		C	C					C			C					
Schools, Universities/Colleges:																		
- Private										C			C	C	C	C		
- Public										C			C	C	C	C		
Schools, Vocational/Trade										C			C	C	C	C		
Medical Services																		
Veterinarian Clinic and animal hospital												C	C	C	C	C		17.12.230
Assisted Living/Congregate Care Facility		C										C	C	C	C		C	
Convalescent Care Facility (with continuous skilled nursing care)												C	C	C	C	C		
Hospital													C					
Medical Office/ Clinic/Lab						P						C	P	P	P			17.12.155
Pharmacies and Drug Stores						C							C	C		C		
Pharmacies as accessory use						A						A	A	A	A	A		




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 15, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: RECOMMENDATION TO FUND AND RE-ESTABLISH THE MULHOLLAND HIGHWAY PERMANENT RESTORATION PROJECT (SPECIFICATION NO. 09-10-03, FEDERAL AID PROJECT NO. ER-4207(004)) AND TO MODIFY THE BUDGET ACCORDINGLY.

MEETING DATE: NOVEMBER 28, 2012

SUMMARY RECOMMENDATION:

Staff recommends that the City Council re-establish and fund the Mulholland Highway Permanent Restoration project account. The prime focus for this project is to permanently restore the roadway and associated embankments damaged by winter storms along Mulholland Highway from Post Mile (PM) 27.42 to (PM) 27.53. These improvements will restore and ensure public safety and access along the stated route as well as adjacent residential developments.

DISCUSSION/ANALYSIS:

On June 13, 2012 The City Council approved the funding for the Mulholland Highway Permanent Restoration Project. This project area is located on a rural portion of Mulholland Highway between Dry Canyon Cold Creek Road and Turtle Creek Road. The project repaired winter storm damage to approximately 600 feet

of existing roadway and associated embankments, within the limits of existing City right of way.

Unfortunately when the 2012-2013 Annual Fiscal Budget for the City was approved on August 18, 2012, this project had been erroneously omitted from the budget which left the project not funded and with repair and restoration work needing to be completed. Therefore, staff recommends City Council to authorize the expenditure for the project and to re-establish the Mulholland Highway Landslide Repair fund/account 40-339-6503-07.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff requests up to \$200,000 to be spent from the Mulholland Highway Landslide Repair Account 40-339-650-307. The funds for this project are allocated from the Federal Emergency Repair Fund with an 11.5 percent match of funds from the Oak Tree Mitigation Fund.

REQUESTED ACTION:

Staff recommends that the City Council re-establish and fund the Mulholland Highway Permanent Restoration project account and to authorize the expenditure of up to \$200,000 for the project from Mulholland Highway Landslide Repair Account 40-339-6503-07, with local match funds from Fed-STPL Account 36-000-4690-00, to match the funds from the Oak Tree Mitigation Fund, and to modify and adjust the Fiscal Year 2012-2013 budget accordingly.

ATTACHMENTS:

- Attachment A: Staff Report from the June 13, 2012 City Council Meeting
- Attachment B: Minutes from the June 13, 2012 City Council Meeting

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

DATE: MAY 13, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACTS FOR THE MULHOLLAND HIGHWAY PERMANENT RESTORATION PROJECT (FEDERAL AID PROJECT NO. ER-4207(004)) TO TORO ENTERPRISE IN THE AMOUNT OF \$107,654 FOR SLOPE REPAIR AND STABILIZATION; TO RESTORATION LANDSCAPE IN THE AMOUNT OF \$75,000 FOR ENVIRONMENTAL RESTORATION; AND TO BENNER AND CARPENTER IN THE AMOUNT OF \$10,000 FOR CONSTRUCTION SURVEY SERVICES.

MEETING DATE: MAY 23, 2012

SUMMARY RECOMMENDATION:

Staff is recommending that the City Council award a construction contract to Toro Enterprises in the amount of \$107,654.00 for slope repair and stabilization, to Restoration Landscape in the amount of \$75,000 for environmental restoration and to Benner and Carpenter in the amount of \$10,000 for survey, in conjunction with the Mulholland Highway Permanent Restoration project. The proposed work will stabilize current erosion and permanently restore scrub oak habitat and adjacent watercourses, in compliance with the project environmental conditions and in coordination with regulatory agencies.

DISCUSSION/ANALYSIS:

The Mulholland Highway Landslide Repair Project is a federally-funded repair of a landslide and related damage to portions of Mulholland Highway between Dry

Canyon Cold Creek and Turtle Creek Roads. The project is funded by FHWA's Emergency Repair (ER) program and is administered through Caltrans. The previous phase of the project successfully completed the excavation and repair of the landslides underlying the roadway and associated embankments damaged by winter storms along Mulholland Highway from Post Mile (PM) 27.42 to PM 27.53.

The project area is traversed by two watercourses, one on the northwest and one on the south end of the project. Due to rain events following completion of the first phase of work, the watercourse at the bottom of the westerly slope embankment has undermined portions of the slope repair. Similarly, erosion at the storm drain inlet area at the south end of the project is mobilizing sediment and resulting head-cutting at the drainage outlet. Staff has consulted with the design engineer and obtained repair recommendations to both arrest the progression of erosion and repair the damaged portions of slope. Additionally, activities associated with the first phase of the construction project required the removal of several scrub oaks from the slope area, and the current erosion threatens a greater area of scrub oak habitat if left unchecked.

The approved scope of the project per Caltrans requires environmental protections of both oak habitat as well as limitations on related erosion. The approved funding provides for such work, where associated with the project and its repair activities. In order to complete the repair work, the construction contractor will need to first stabilize embankment slope which supports a portion of Mulholland Highway, then re-grade the repaired portions of slope in preparation for landscape. The environmental restoration contractor will then develop a preliminary re-vegetation and repair plan in consultation with the appropriate regulatory agencies, construct check dams of native material to stabilize the stream inverts, implement gathering of native seeds and planting of appropriate root stock, re-vegetate slopes and watercourses, and provide for irrigation and establishment of the plant materials.

Staff recommends hiring contractors to complete the required slope stabilization and repair, and environmental restoration efforts as described. For the slope stabilization and repair portion of the work, staff obtained 3 bids from contractors qualified to complete the repair. Received bids ranged from \$107,654.00 to \$125,264.80. Toro Enterprises submitted the low bid, and is well qualified to perform the work.

The City has previously contracted with Restoration Landscape on this project, and staff recommends a renewal of this contract. Restoration Landscape has prepared preliminary plans for the environmental restoration, and commenced procurement of the landscape planting material. Upon completion of the slope stabilization and repair efforts, the environmental restoration would commence in the Fall of 2012.

Staff also recommends award of a contract for construction survey services for the construction portion of the project. The survey would provide for topographic and right of way delineation prior to the start of construction activities.

Therefore, Staff recommends City Council to authorize the expenditure of up to \$192,654.00 for the project from the Mulholland Highway Landslide Repair account 40-339-6503-07.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff requests up to **\$192,654.00** to be spent from the Mulholland Highway Landslide Repair Account 40-339-6503-07. The funds for this project are allocated from federal Emergency Repair monies, with contribution and match funds and contributions from the Oak Tree Mitigation Fund.

REQUESTED ACTION:

Staff recommends that the City Council award a construction contract to Toro Enterprises in the amount of \$107,654 for slope repair and stabilization work, and to Restoration Landscape in the amount of \$75,000.00 for environmental work to be performed for this project. Staff also recommends that City Council award a contract for construction survey services to Benner and Carpenter for \$10,000.

Staff recommends City Council authorize the expenditure of up to **\$192,654.00** for the project from Mulholland Highway Landslide Repair Account 40-339-6503-07.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, JUNE 13, 2012**

Mayor Maurer called the meeting to order at 7:05 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California.

ROLL CALL Present: Mayor Maurer, Mayor pro Tem Gaines, Councilmember Bozajian, Martin and Shapiro.
Absent: None.
Staff: Bingham, Colantuono, Coroalles, Parker, Starns, Tamuri, Thompson, Yalda.

The Pledge of Allegiance was led by Alicia Weintraub.

CLOSED SESSION

City Attorney Michael Colantuono reported that the Council gave instructions to its real estate negotiator but did not take any action.

APPROVAL OF AGENDA

Councilmember Shapiro, moved, seconded by Mayor pro Tem Gaines, to approve the agenda. MOTION CARRIED 5/0.

ANNOUNCEMENTS/INTRODUCTIONS

Councilmember Bozajian spoke about the onset of the free Summer Sunset concert series at Calabasas Lake, and that the concert on July 15 will be a tribute to Donald Zimmering, with additional concerts on August 12 and 26. He also mentioned that the Calabasas Wine Tasting and Silent Auction with the Chamber of Commerce will be held on June 29 at the Civic Center Plaza. Councilmember Bozajian also spoke about the following upcoming events: Fourth of July at Calabasas High School, Movies Under the Stars series at De Anza Park, Dive-In Movies at the Tennis & Swim Center, Senior Day Trip to the Ventura County Fair on August 7, and Teen Lock In party on August. Councilmember Bozajian also spoke regarding the Grand Opening of the National Park Headquarters event last Saturday.

Mayor pro Tem Gaines congratulated the Calabasas High School Class of 2012 graduates and spoke about the Senior Award event where Taylor Boucher was awarded the City of Calabasas scholarship. Mayor pro Tem Gaines noted that Matt Heller, his appointment to the Parks, Recreation and Education Commission, has announced his resignation.

Councilmember Shapiro mentioned that Father's Day is this upcoming Sunday, and that the Calabasas High Jazz band will be performing at the Playboy Jazz Festival at the Hollywood Bowl at 3:00 p.m. this weekend.

Mayor Maurer spoke about a fundraiser for the Talbert Foundation on Saturday, June 16 at 11:00 a.m. at the Golden Spoon Yogurt shop at the Gelson's Shopping center. She also spoke about T.H.E. Event and introduced and commended the event coordinators.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Jessica Pinto Nedick, Calabasas, Marc Hernandez, Calabasas, Denna Glassberg, Calabasas, Janice Dingman and Alicia Weintraub, Calabasas, event coordinators, all spoke regarding the T.H.E. Event fund raiser held June 9, at the Calabasas Tennis and Swim Center for Las Virgenes School District. Bruce Boyer, Agoura Hills, spoke.

CONSENT ITEMS

1. Approval of meeting minutes from May 23, 2012.
2. Recommendation to approve the nomination of Liat Samouhi by Councilmember Martin to the Environmental Commission.
3. Recommendation to award construction contracts for the Mulholland Highway Permanent Restoration Project (Federal Aid Project No. ER-4207(004)) to Toro Enterprise in the amount of \$107,654 for slope repair and stabilization; to Restoration Landscape in the amount of \$75,000 for environmental restoration; and to Benner and Carpenter in the amount of \$10,000 for construction survey services.
4. Authorization to approve budgeted funding for Newbury Park Tree Service, Inc. for a contract change order in the amount of \$35,374 for authorized extra work as part of Specification No. 10-11-03 Public Streets Tree Maintenance.
5. Authorization to approve budgeted funding and contract change orders in the amount of \$1,320,405 for Venco Western, Inc. for regular monthly landscape maintenance and authorized extra work; and to fund the second year of approved two-year contracts for the nine specified zones that make up Specification No. 10-11-02 Landscape Maintenance of Common Benefit within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations within Landscape Lighting Act District 22.

Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro, to approve Consent Items # 1, 3, 4, 5. MOTION CARRIED 5/0.

Jody Thomas, Calabasas, spoke on Item # 2.

Following discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro, to table this item until a meeting in August so Ms. Samouhi could be in attendance. MOTION FAILED 2/3, with Councilmembers Bozajian, Martin and Shapiro voting No.

Councilmember Martin moved, seconded by Councilmember Bozajian, to approve the nomination of Liat Samouhi to the Environmental Commission. MOTION CARRIED 3/1/1 with Mayor Maurer voting no and Mayor pro Tem Gaines abstaining.

PUBLIC HEARING

6. Adoption of Resolution No. 2012-1333, updating the Planning Division Fee Schedule.

Jody Thomas, Calabasas, spoke.

Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro, to adopt Resolution No. 2012-1333.

The City Council adjourned for a break at 8:05 pm and reconvened the meeting at 8:13 pm.

NEW BUSINESS

7. Recommendation from the Traffic and Transportation Commission regarding adjustments to the transit operations cost for Fiscal Year 2012/2013.

Jody Thomas, Calabasas, spoke.

Following a report from staff and discussion, the Council gave direction to staff related to transit operations.

8. Update on the City's Solid Waste Franchise Agreements for cart and container services.

Following a report from staff and discussion, the Council gave direction to staff related to the Solid Waste Franchise Agreements.

INFORMATIONAL REPORTS

Check Register for the period of May 14, 2012 to May 31, 2012.

There was no action taken.

TASK FORCE REPORTS

There were no task force reports.

CITY MANAGER'S REPORT

The City Manager reported that the new City Clerk, Maricela Hernandez will be starting July 10, 2012.

FUTURE AGENDA ITEMS

Councilmember Bozajian requested that an item be agendized in the future regarding the U.S. Postal Service.

ADJOURN

The City Council adjourned at 9:59 p.m. to their next regular meeting, which is scheduled to be held on Wednesday, June 27, 2012 at 6:00 p.m.


Robin Parker, Interim City Clerk




Approved by City Manager:



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 15, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., CITY ENGINEER
MARC SEFERIAN, P.E., T.E., SENIOR CIVIL ENGINEER**

SUBJECT: RECOMMENDATION TO PROCEED WITH DESIGN AND CONSTRUCTION OF TRAFFIC MITIGATION PROJECTS IN ACCORDANCE WITH THE MEMORANDUM OF AGREEMENT, DATED DECEMBER 15, 2004, WITH THE CALABASAS PARK HOMEOWNERS ASSOCIATION.

MEETING DATE: NOVEMBER 28, 2012

SUMMARY RECOMMENDATION:

Recommend staff proceed with design and construction of traffic mitigation projects in accordance with the memorandum of agreement, dated December 15, 2004 with the Calabasas Park Homeowners Association.

BACKGROUND:

In a Memorandum of Agreement, dated December 28, 2004, (Attachment 1) the City of Calabasas, the Las Virgenes Unified School District, and the Calabasas Park Homeowners Association (CPHA) agreed that, if no new elementary school can be constructed within Calabasas Park, that the \$8 million received from New Millennium Homes and held in trust by the City would be liquidated and the fund balance be apportioned equally between the general funds of the City and the LVUSD.

On March 17, 2009, the LVUSD informed the City that because of the State budget situation that a new school could not be built and requested an incremental approach to the dissolution of the fund (Attachment 2). This letter triggered

discussions between the City and CPHA as to each entity's responsibilities under the agreement.

The agreement called for the City to expend a "substantial portion" of its share of the New Millennium Homes Fund (\$4.0 million) to finance "traffic mitigation programs or projects for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas Park HOAs."

In a letter, dated October 22, 2012, the CPHA Board identified four traffic mitigation projects they believe will improve traffic safety within the Calabasas Park community. They also provided suggestions for two other beautification projects (Attachment 3).

In a letter, dated October 25, 2012, the City responded to the CPHA. Pending Council approval, the City accepted CPHA's recommendations for traffic mitigation projects. The City also accepted, in principle, their recommendations for an undefined gateway project and several other median beautification projects (Attachment 4).

Completion of the traffic mitigation projects will fulfill the City's requirements under the MOU and leave approval and completion of the beautification projects as the only outstanding matter.

DISCUSSION/ANALYSIS:

The following four projects were identified by the CPHA Board to improve traffic safety within the Calabasas Park community; they are briefly discussed below:

Installation of a Traffic Signal at the Intersection of Park Capri and Park Granada

The installation of a traffic signal at this intersection will improve the safety at this location by providing signal-controlled operation for traffic on all legs of the intersection. Currently, drivers travelling southbound on Park Capri have a stop sign at the intersection and have limited sight distance.

Benefits

- *Reduce traffic delay at the intersection*
- *Improve intersection safety by eliminating hazards associated with limited sight distance.*

Cost: \$215,000

Installation of a traffic island (to replace posts) at the intersection of Paseo Primario and Calle Largo

The traffic delineators currently installed at this intersection to help define the right turn lane offer limited safety benefits when channelizing traffic. They do not provide a protected right turn for vehicles exiting Calabasas Park Estates into Parkway Calabasas.

Benefits

- *Improved traffic control at the intersection*
- *Enhanced Safety*

Cost: \$5,000

Improving the Bay Laurel Elementary School Drop-Off Area on Parkway Calabasas between Paseo Primario and Park Entrada

The drop-off area along Parkway Calabasas near Bay Laurel Elementary School is currently weakly defined. The installation of bulb-outs, landscaped medians and additional striping north of Paseo Primario will help drivers identify the area as restricted zone and improve the overall safety of the drop-off operations and traffic flow in the immediate vicinity.

Benefits

- *Improved traffic flow along this corridor*
- *Improved traffic safety for drop-off/pick-up operations along the corridor*
- *Enhanced Aesthetics*

Cost: \$110,000

Installation of Traffic Safety Mirrors at Calabasas Swim and Tennis Club

The installation of traffic safety mirrors improves visibility at locations identified to have “blind spots” and, consequently, provide insufficient sight distance. The intersection of Park Sorrento with the Calabasas Tennis and Swim Club is an intersection that would benefit from the elimination of an existing blind spot.

Benefits

- *Reduce traffic delay at the intersection*
- *Improve intersection safety by eliminating hazards associated with limited sight distance.*

Cost: \$2,000

FISCAL IMPACT/SOURCE OF FUNDING:

The source of funding for the proposed work is from the Management Reserve Fund, Fund 60; the total being allocated will be \$350,000.

REQUESTED ACTION:

Recommend Staff proceed with design and construction of traffic mitigation projects in accordance with the memorandum of agreement, dated December 15, 2004 with the Calabasas Park Homeowners Association.

ATTACHMENTS:

- Attachment 1: Memorandum of Agreement (City/LVUSD/CPHA) dated Dec 28, 2004
- Attachment 2: Letter from LVUSD to Tony Coroalles, dated March 17, 2009
- Attachment 3: Calabasas Park Homeowners Association letter to the City of Calabasas, dated October 22, 2012.
- Attachment 4: City of Calabasas letter to Calabasas Park Homeowners Association, dated October 25, 2012.
- Attachment 5: Traffic signal plan for the intersection of Park Capri and Park Granada
- Attachment 6: Traffic Island at the intersection of Paseo Primario and Calle Largo.
- Attachment 7: The Bay Laurel Elementary School Drop-off Area.

MEMORANDUM OF AGREEMENT
(City / LVUSD / CPHA)

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into as of December 15, 2004 (the "Effective Date"), by and between the CITY OF CALABASAS, a public body, corporate and politic (hereinafter referred to as the "City") the LAS VIRGENES UNIFIED SCHOOL DISTRICT, a public body, corporate and politic (hereinafter referred to as "LVUSD") and the CALABASAS PARK HOMEOWNERS ASSOCIATION, a California not-for-profit corporation (hereinafter referred to as "CPHA"). City, LVUSD and CPHA are individually referred to herein as a "party" and are collectively referred to as the "parties."

RECITALS

WHEREAS, LVUSD and NM Homes One, Inc. ("NMH") have previously entered into that certain Termination and Option Surrender Agreement, dated as of December 15, 2004 (the "LVUSD-NMH Agreement"), pursuant to which no elementary school will be constructed by the LVUSD within the Oaks of Calabasas subdivision.

WHEREAS, LVUSD, City, CPHA, and other interested parties, including NM Homes One, Inc. ("NMH") and The Oaks of Calabasas Homeowners Association ("Oaks HOA"), desire that an elementary school be constructed elsewhere in Calabasas.

NOW, THEREFORE, the parties incorporate the foregoing recitals into this Agreement and further agree as follows:

A. CPHA RIGHTS AND OBLIGATIONS

1. CPHA agrees to provide written support as an association for a school facilities bond election to be held by LVUSD pursuant to paragraph B.1 below provided the new school is not constructed on a site within the Calabasas Park community that would adversely affect that community without sufficient mitigation funded by the school facilities bond, the NMH Funds, or otherwise.

2. CPA agrees to provide written support as an association for the "New Entitlements" (as defined in that certain Agreement, dated as of December 15, 2004, by and between the City and NMH ("the City-NMH Agreement")) and the acquisition of an alternative site for an elementary school in Calabasas outside the Oaks of Calabasas, provided the new school is not constructed on a site within the Calabasas Park community that would adversely affect that community without sufficient mitigation funded by the school facilities bond, the NMH Funds, or otherwise. CPHA agrees, solely in its capacity as an association, not to directly or indirectly protest or contest the exercise of the LVUSD's statutory authority to determine school attendance boundaries pursuant to this Agreement.

B. LVUSD RIGHTS AND OBLIGATIONS

1. LVUSD agrees to: (a) propose a school facilities bond no later than the November 2005 general election, or at such later date as is mutually agreeable to City and LVUSD, in an amount at least sufficient to fund completion of the Yerba Buena school as well as construction of a new elementary school in Calabasas as provided in this Agreement; (b) fund traffic mitigation measures at the new school site as mutually approved by City and LVUSD in consultation with CPHA and the Oaks HOA; and (c) make best efforts to commence construction of the school as soon as practicable after (i) acquisition of the site, (ii) passage of the school facilities bond or obtaining other funds for construction of a new elementary school and (iii) issuance of all necessary, final and non-appealable governmental approvals.

2. (a) LVUSD consents to traffic mitigation measures at the Bay Laurel and the new elementary school sites, consisting of: (i) retention of a traffic coordinator funded by and reasonably acceptable to City; (ii) adopting a policy requiring all but kindergarten, first graders and recipients of good-cause permits to get to school by means other than private vehicles carrying fewer than two children; and (iii) conditioning the issuance of all discretionary permits for attendance at LVUSD schools in Calabasas on use of means other than private vehicles carrying fewer than two children; provided however, that City and LVUSD shall meet and confer in good faith to evaluate whether it is appropriate to modify these traffic mitigation measures, if and when there is a material decline in the Bay Laurel student population or a decline in any of the other schools that support a modification in other parts of the City or a determination by the LVUSD, after consultation with the City, that conditions at schools other than Bay Laurel or the new elementary school do not warrant these traffic mitigation measures. Notwithstanding anything in this Agreement to the contrary, LVUSD employees whose children attend LVUSD schools via permits may drive their children to school in private vehicles carrying fewer than two children.

(b) In the event the Bay Laurel student population exceeds the school's design capacity of 700 students, the LVUSD will meet and confer with representatives of the CPHA in a good faith effort to identify feasible means to reduce that over-population. The LVUSD will retain, however, discretion in the management of the school except as the LVUSD has expressly agreed to the contrary in this Agreement or in the related Agreements of even date herewith to which LVUSD is a party.

3. LVUSD agrees to issue no further discretionary permits at Bay Laurel except as otherwise provided in this Agreement. "Discretionary" means permits not mandated by state or federal law, such as, without limitation, permits mandated for special education needs.

4. Unless otherwise agreed by the City and LVUSD in writing and until the new school is in operation, LVUSD agrees to maintain attendance boundaries that exclude children from The Oaks from Bay Laurel until the earliest of (a) July 1, 2009 or such later date prior to July 1, 2010 as is necessary to account for delay arising from any

unforeseeable event beyond the reasonable control of any party to this Agreement, other than a lack of money, during the acquisition of an identified, mutually agreeable site for a school, preparation of such a site for construction, or design of a school building for such a site), (b) a decision of the City and LVUSD pursuant to paragraph C.1(b)(iv) below to abandon efforts to construct a new elementary school in the City or (c) the date a new elementary school commences operation in the City of Calabasas, with exceptions for children currently attending Bay Laurel and their siblings (so long as siblings attend the school at the same time). Households whose children are excluded from Bay Laurel under this Agreement can send their children to either Bay Laurel or to the new elementary school when it is open, provided they comply with the traffic mitigation requirements per paragraph B.2 above. LVUSD may make exceptions to these school attendance boundaries by discretionary permit conditioned upon a requirement that the child subject to the permit get to school other than by private vehicle carrying fewer than two children. Notwithstanding the foregoing, however, the City and LVUSD shall meet and confer in good faith to evaluate whether it is appropriate to modify these agreed attendance boundaries if and when there is a material decline in the Bay Laurel student population or a decline in any of the other schools that supports a modification in other parts of the city.

5. Upon operation of the new elementary school, LVUSD will meet and confer with CPHA regarding the feasibility of removing up to one fourth of the temporary modular structures from the Bay Laurel school site. LVUSD shall retain sole and absolute discretion whether to remove any such structures from that site.

C. CITY RIGHTS AND OBLIGATIONS

1. (a) City will make Eight Million Dollars (\$8,000,000.00) to be received from NMH pursuant to the "LVUSD-NMH Agreement" and the City-NMH Agreement (the "NMH Funds"), if and as those funds are actually received by the City, available to LVUSD either for acquisition and development of a school site in the City, approved by both City and LVUSD, or for development of new facilities at an existing school site in the City, if approved by City and LVUSD, as provided herein.

(b) The NMH Funds shall be used to fund a school site acquisition and development as follows: (i) subject to approval of such site by LVUSD, City will make best efforts to acquire a site in incorporated or unincorporated East Calabasas; (ii) should those efforts fail, City shall make best efforts to acquire another suitable site in Calabasas acceptable to the LVUSD; (iii) if both such efforts fail, LVUSD shall make best efforts to acquire a site or, upon agreement by the City that it is appropriate to do so, improve an existing site owned by LVUSD in West Calabasas suitably for a magnet school or for an additional, non-magnet school; and, (iv) if, despite such efforts, by July 1, 2009 (or such later date prior to July 1, 2010 as is necessary to account for delay arising from any unforeseeable event beyond the reasonable control of LVUSD or the City, other than a lack of money, during the acquisition of an identified, mutually agreeable site for a school, preparation of such a site for construction, or design of a school building for such a site), no new Calabasas elementary school is under construction or in operation, or at

such earlier time as the LVUSD and City agree that no new Calabasas elementary school can or should be constructed, the NMH Funds shall be liquidated by apportioning its balance between the general funds of LVUSD and City in the manner required by that certain agreement between the City and LVUSD of even date herewith.

(c) (i) Before resorting to options (iii) or (iv) of paragraph C.1(b) above, City and LVUSD shall meet and confer in good faith with CPHA regarding their efforts to acquire a suitable site for a new elementary school in incorporated or unincorporated East Calabasas. If CPHA wishes to do so, it may identify (x) potential sites which City and LVUSD had not sought to acquire or (y) feasible means to acquire sites City and LVUSD have considered which feasible means City and LVUSD have not pursued. Following those good-faith discussions, City shall make best efforts to acquire the site, or pursue the means, identified by CPHA unless City or LVUSD reasonably determines that such efforts would be unproductive, as where a site is not suitable for a school, cannot be acquired at reasonable cost, or otherwise.

(ii) City agrees to meet and confer with CPHA in consultation with other Calabasas Park homeowners associations (HOAs) regarding any expenditure of its share of proceeds of the NMH Funds pursuant to paragraph C.1.(b)(iv) above or any balance of its share of the NMH Funds remaining after implementation of one of the options (i) through (iii) in paragraph C.1.(b) and that the City shall expend these funds on traffic mitigation programs or projects for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas Park HOAs. If these traffic mitigation programs do not expend all of the funds, CPHA, in consultation with other Calabasas Park HOAs, may suggest other amenities to improve the environment in Calabasas Park which can be completed with the remaining funds. The intent of this section is to recognize that \$4M of the NMH Funds were in consideration of additional development within the Calabasas Park community and, thus, if a new elementary school is not built, a substantial portion of the \$4M should be utilized for traffic mitigation or other amenities for the benefit of the Calabasas Park community. In addition, the City agrees that, in its consultations with the LVUSD regarding a new school site, it will not consent to the construction of a school within the Calabasas Park community on a site that would adversely affect traffic circulation in that community without sufficient traffic mitigation funded by the school facilities bond, the NMH Funds, or otherwise.

(d) Before selecting a site for a new school pursuant to this paragraph C., LVUSD shall allow for appropriate participation by CPHA and other members of the public in the decision-making process so that a site-selection process will be informed by the views of the CPHA and the broader public of which it is a part.


D. GENERAL RIGHTS AND OBLIGATIONS

1. Mutual Releases. Concurrently with the execution of this Agreement, the parties hereby agree to release each other fully from any and all claims arising from the subject matter of this Agreement, other than with respect to the performance by the

parties of their respective obligations arising hereunder, including any claim with respect to the LVUSD's entry into and performance of that certain Termination and Option Surrender Agreement dated eveny herewith or the City's approval of the New Entitlements, as that term is defined in Recital B of that certain agreement between the City and NMH dated eveny herewith. Each party hereby waives, releases, acquits, and forever discharges the others, including its agents, councilmembers, boardmembers, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement. EACH PARTY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE THE OTHER PARTY.

The parties have each initialed this section C.1 to further indicate their awareness and acceptance of each and every provision of this Agreement.

City's Initials: _____

LVUSD's Initials:  _____

CPHA's Initials: _____

2. CEQA Project. LVUSD acknowledges that construction of a new elementary school in the City of Calabasas as contemplated by this Agreement is a project subject to the California Environmental Quality Act ("CEQA"). City and CPHA agree to waive any right to challenge the adequacy of LVUSD's CEQA compliance for the new school, provided that the LVUSD implements traffic mitigation measures as described in paragraph B.2 above.

3. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by any party or parties to this Agreement, the prevailing party or parties shall be entitled to receive from the other party or parties, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses actually incurred in the action or proceeding by the prevailing party or parties.

4. Severability. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement and, to that end, the provisions of this Agreement are severable.

parties of their respective obligations arising hereunder, including any claim with respect to the LVUSD's entry into and performance of that certain Termination and Option Surrender Agreement dated evenly herewith or the City's approval of the New Entitlements, as that term is defined in Recital B of that certain agreement between the City and NMH dated evenly herewith. Each party hereby waives, releases, acquits, and forever discharges the others, including its agents, councilmembers, boardmembers, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement. EACH PARTY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE THE OTHER PARTY.

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LVUSD's Initials:

CPHA's Initials:

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3. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by any party or parties to this Agreement, the prevailing party or parties shall be entitled to receive from the other party or parties, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses actually incurred in the action or proceeding by the prevailing party or parties.

4. Severability. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement and, to that end, the provisions of this Agreement are severable.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the elementary school site matters described herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties.

6. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

7. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to, any person or entity other than the parties.

8. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

9. Term. The term of this Agreement shall commence upon the Effective Date and continue while any promise set forth in this Agreement remains to be performed. This Agreement may be sooner terminated by the mutual, written consent of all parties.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11. Notices. All notices, demands, and written communications shall be in writing and delivered to the following addresses or such other addresses as the parties may designate to each other in writing:

To City: City of Calabasas
26135 Mureau Road
Calabasas, CA 91302
Attn: Tony Coroalles, City Manager

To District: Las Virgenes Unified School District
4111 N. Las Virgenes Road
Calabasas, CA 91302
Attn: Dr. Donald Zimring, Interim Superintendent

To CPHA: Calabasas Park Homeowners Association, Inc.
c/o Ross Morgan & Company
P.O. Box 8782
Calabasas, CA 91302
Attn.: Ida Worth

Notices shall be deemed received upon personal delivery or upon the third day after deposit in the U.S. Mail, addressed as set forth above, with full postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date first written above.

CITY:

CITY OF CALABASAS

By _____
Michael Harrison, Mayor

ATTEST:


Mark Jomsky, Assistant City Clerk

APPROVED AS TO FORM:

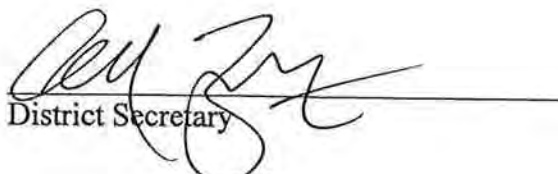
Michael G. Colantuono, City Attorney

LVUSD:

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By 
Its Board President

ATTEST:


District Secretary

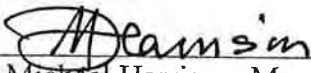
APPROVED AS TO FORM:

Notices shall be deemed received upon personal delivery or upon the third day after deposit in the U.S. Mail, addressed as set forth above, with full postage prepaid.

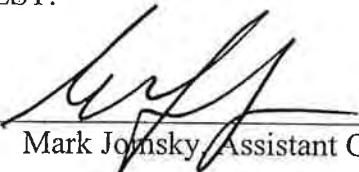
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date first written above.

CITY:

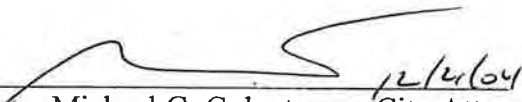
CITY OF CALABASAS

By 
Michael Harrison, Mayor

ATTEST:


Mark Jonsky, Assistant City Clerk

APPROVED AS TO FORM:

 12/24/04
Michael G. Colantuono, City Attorney

LVUSD:

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By _____
Its Board President

ATTEST:

District Secretary

APPROVED AS TO FORM:

LVUSD Counsel

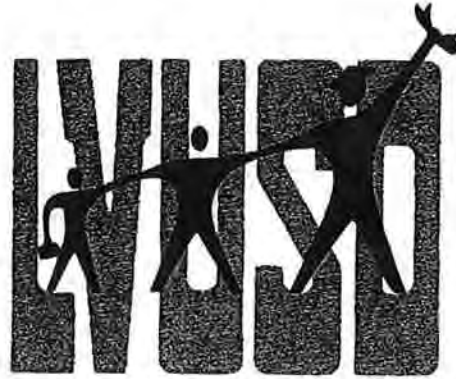
CPHA:

CALABASAS PARK HOMEOWNERS ASSOCIATION

By 
Its President

By _____
Its Secretary

LAS VIRGENES UNIFIED SCHOOL DISTRICT
4111 N. LAS VIRGENES ROAD
CALABASAS, CALIFORNIA 91302
Telephone: (818) 880-4000
Fax: (818) 880-4200



BOARD OF EDUCATION

TERILYN FINDERS

CINDY ISER

JUDY JORDAN

PATRICIA SCHULZ

GORDON WHITEHEAD

RECEIVED

JAN 13 2004

CITY OF CALABASAS
DONALD M. ZIMRING, Ph.D.
INTERIM SUPERINTENDENT

December 27, 2004

City of Calabasas
26135 Mureau Rd.
Calabasas, CA 91302
Attention: Mr. Tony Coroaalles
City Manager

Calabasas Park Homeowner's Association
C/O Ross Morgan & Company
P.O. Box 8782
Calabasas, Ca. 91302
Attn: Ida Worth

RE: Memorandum of Agreement dated as of December 15, 2004 (the "CPHA Agreement"), between City of Calabasas ("City"), Las Virgenes Unified School District ("LVUSD") and Calabasas Park Homeowner's Association ("CPHA")

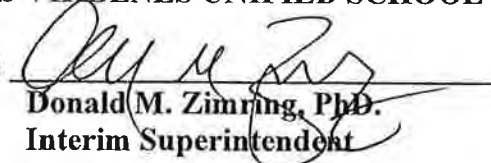
Gentlepersons:

This will confirm that, for all purposes of the CPHA Agreement, any references therein to the "Calabasas Park community" shall mean and refer only to the area within the boundaries as depicted on that certain map dated as of December 22, 2004 and entitled "Map of Calabasas Park Community," a copy of which has been or shall be attached to the executed counterparts of the CPHA Agreement and shall be deemed incorporated therein by this reference.

Please confirm your concurrence with the foregoing by signing a copy of this letter in the space provided below and return same to the undersigned.


Sincerely,

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By: 
Donald M. Zimring, PhD.
Interim Superintendent

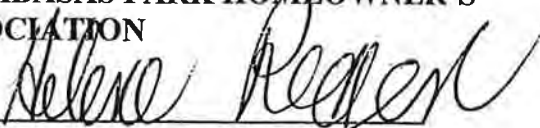
AGREED, APPROVED AND ACCEPTED

CITY OF CALABASAS

By: 
Name: Tony Coroaalles
Title: City Manager

Dated: 1/18/05

CALABASAS PARK HOMEOWNER'S ASSOCIATION

By: 
Name: Selene Regener
Title: President CPHA

Dated: 1/15/05

December 28, 2004

City of Calabasas
26135 Mureau Road
Calabasas, CA 91302
Attention: Mr. Tony Coroalles
City Manager

Calabasas Park Homeowners Association Inc.
c/o Ross Morgan and Co.
P.O. Box 8782
Calabasas, CA 91302
Attention:

RE: Memorandum of Agreement dated as of December 15, 2004 (the "CPHA Agreement"), between City of Calabasas ("City"), Las Virgenes Unified School District ("LVUSD") and Calabasas Park Homeowner's Association ("CPHA")

Gentlepersons:

This will confirm that, for all purposes of the CPHA Agreement, any references therein to the "Calabasas Park community" shall mean and refer only to the area within the boundaries as depicted on that certain map dated as of December 22, 2004 and entitled "Map of Calabasas Park Community," a copy of which has been or shall be attached to the executed counterparts of the CPHA Agreement and shall be deemed incorporated therein by this reference.

Please confirm your concurrence with the foregoing by signing a copy of this letter in the space provided below and return same to the undersigned.

Sincerely,

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By: _____
Donald M. Zimring, PhD.
Interim Superintendent

AGREED, APPROVED AND ACCEPTED

CITY OF CALABASAS

By: Anthony Coroalles FOR
Name: Anthony Coroalles
Title: City Manager

Dated: December 28, 2004

CALABASAS PARK HOMEOWNER'S ASSOCIATION

By: Debra Rogers for
Name: Debra Rogers
Title: President

Dated: 1/05/05

LAS VIRGENES UNIFIED SCHOOL DISTRICT
4111 N. LAS VIRGENES ROAD
CALABASAS, CALIFORNIA 91302
Telephone: (818) 880-1000
Fax: (818) 880-4200
www.lvusd.org



BOARD OF EDUCATION

JILL GAINES

CINDY ISER

DAVE MOORMAN

PATRICIA SCHULZ

GORDON WHITEHEAD

DONALD M. ZIMRING, Ph.D.
SUPERINTENDENT

March 17, 2009

Tony Coroalles, City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Gary Klein, President
Calabasas Park Homeowners Association
P.O. Box 8426
Calabasas, CA 91372

Reference: Joint Trust Agreement

Dear Tony and Gary:

As the predetermined date for dissolution of the Joint Fund approaches, the School Board is facing some critical decisions and long-range planning challenges as a result of the State budget situation. These decisions will impact the future of our schools for years to come. The School Board is grateful that its portion of the Joint Fund will be available to help bridge part of the funding gap created by the State's fiscal crisis. However, the dismal fiscal situation is projected to continue for several years to come. As a result, the District can expect a reduction in funding estimated at \$24.8 million over the next four years. Our goal is to develop a plan that will provide the stability and continuity for our educational program during this period.

Based on this, I would like to propose an incremental approach to the dissolution of the Joint Fund. For reasons of programmatic stability and sound fiscal planning, I have recommended to our Board that our projected budgets utilize the sum of \$1 million from the Joint Fund in each of the four coming years. The District would propose that on July 1 of 2009, 2010, 2011 and 2012, the District and the City each withdraw \$1 million from the funds on deposit in the Joint Fund. The remaining funds will continue earning interest, which as you know, has provided the School District with a much-needed ongoing revenue stream.

This incremental approach will result in all principal funds being withdrawn by July 2012, while during the interim period, interest will continue to be earned on the remaining funds and used for the benefit of our students.

The Board of Education believes that the Joint Fund is evidence of the tremendous support of the Calabasas community and the City of Calabasas for its public schools and public school students. I am hopeful you and your respective boards can assist us in continuing that effort to help the District to provide stable ongoing resources for the next four years.

I and/or representatives from our School Board would welcome the opportunity to discuss this approach with representatives from your respective agencies at your earliest convenience.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Donald M. Zimring', is written over a circular blue stamp. Below the signature is the printed name and title: Donald M. Zimring, Ph.D. Superintendent.

DMZ:dj



CALABASAS PARK HOMEOWNERS ASSOCIATION

P.O. BOX 8426
 CALABASAS, CALIFORNIA 91372
 (818) 225-9191

RECEIVED

OCT 24 2012

CITY OF CALABASAS

October 22, 2012

Tony Coroalles
 City Manager
 City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

Dear Mr. Coroalles:

This letter is sent at the request of the Board of Directors for Calabasas Park Homeowners Association with regard to the school site funds being held by the City of Calabasas, as per the Memorandum of Agreement, dated December 15, 2004. Calabasas Park Homeowners Association welcomes the continued opportunity to work with the City of Calabasas and takes very seriously our right and responsibility to work with the City in determining how a substantial portion of the school site funds should be used for traffic mitigation and beautification within our Calabasas Park community.

After extensive consideration and discussion by our Board of Directors, along with solicited input from the sub-associations in Calabasas Park, we are formally presenting our views to the City of Calabasas for the use of the school site funds for the benefit of the Calabasas Park community.

Traffic Mitigation

- **Traffic light to be installed at intersection of Park Granada and Park Capri**
 The installation of a traffic signal at the intersection of Park Granada and Park Capri will improve the safety at this location by providing controlled operation for traffic. Currently, drivers travelling southbound on Park Capri have a STOP sign at the intersection and have limited sight distance. The signal will eliminate the risks associated with this restricted sight distance.
- **Installation of a median (to replace posts) on Parkway Calabasas at Paseo Primario (entry to Calabasas Park Estates)**
 The current traffic delineators offer limited benefits when channeling traffic on Parkway Calabasas into Calabasas Park Estates since they provide fewer deterrents to vehicles than curbs and medians. In addition to safety, a median will be more aesthetically consistent with the community.

- **Traffic mitigation at Bay Laurel School**
Improvement for the drop off area on Parkway Calabasas near Bay Laurel School is needed to include the installation of bulb-outs and additional striping north of Paseo Primario. The intent is to help drivers identify the area as a restricted zone and improve the overall safety of the drop-off operations and traffic flow in the immediate area.
- **Installation of reflective mirrors at Calabasas Swim and Tennis Club**
Reflective mirrors are needed at the exit of the Calabasas Swim and Tennis Club for improved visibility and for a safer exit onto Park Sorrento.

Beautification

- **Entryway project**
The construction of an entryway project, "in concept," (i.e. portal, gateway, etc.) on Parkway Calabasas by Park Granada is recommended to delineate and announce the entrance to Calabasas Park. This project may include other locations, as well, to define clear entry points to Calabasas Park.
- **Refurbishing the medians project**
Improvements for the planters/medians are recommended for – 1) Park Sienna and Park Sevilla street planter; 2) Park Sienna street planters; and 3) Park Sienna and Park Cordero street planter to maintain the continued attractive appeal of Calabasas Park.

Additional Ideas

The following ideas were also reviewed and discussed by the CPHA Board of Directors but with no formal vote taken by the Board. These are a compilation of ideas from the various homeowners associations in Calabasas Park.

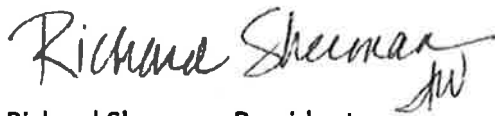
- **Traffic mitigation on Park Sorrento**
There has been concern expressed of the excessive speeding on Park Sorrento, therefore, necessitating some form(s) of traffic mitigation.
- **Installation of a speed bump/hump on Park Sienna**
It is believed that the installation of a speed hump/bump on Park Sienna, within close proximity to the rear gate of Bellagio will slow down the speeding traffic.
- **Additional traffic mitigation measures for Bay Laurel School**
To allow for additional safety in and around Bay Laurel, it was suggest to install a walkway/path from the southwest end of the Bay Laurel field down to Parkway Calabasas, which would allow students to safely walk to Parkway Calabasas for pick-up; two partially endowed shuttle routes; and a remodel of the portion of Paseo Primario from the lower exit of the Bay Laurel parking lot to Parkway Calabasas.

Finally, it is further proposed that if all the monies allocated are not fully expended by the costs of the initial projects, then some monies will remain in reserve so that CPHA and the City can confer on additional projects.

Please note that CPHA expressly reserves all rights and remedies under the Memorandum of Agreement and applicable law and nothing contained in this letter is to be construed as a waiver of any rights of CPHA.

Thank you very much for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Richard Sherman" with a stylized initial "RS" at the end.

Richard Sherman, President
Calabasas Park Homeowners Association

cc: Board of Directors
Len Siegel, Esq. – Kulik, Gottesman and Siegel, LLP



CITY of CALABASAS

October 25, 2012

Mr. Richard Sherman
President
Calabasas Park Homeowners Association
P.O. Box 8426
Calabasas, California 91372

Dear Mr. Sherman:

Thank you for your letter of October 22, 2012, identifying traffic mitigation project recommendations and suggestions for other beautification projects and ideas. I know that you and your board members have worked very hard to pull these ideas together. The City is eager to work with CPHA to consider and undertake these projects.

Per the Memorandum of Agreement, we will undertake these projects in two phases. First, I will recommend to Council that we design and award contracts for the following recommended traffic mitigation projects:

1. Installation of a traffic signal at Park Granada and Park Capri.
2. Installation of a triangle median on Parkway Calabasas and Paseo Primario to replace the stripping and posts at the entrance to Calabasas Park Estates.
3. Establishment of a student drop off area on Parkway Calabasas below Bay Laurel Elementary school.
4. Establishment of reflective mirrors at the entrance/exit of the Calabasas Tennis and Swim Center.

The construction of these projects will fulfill the first part our mutual obligation under the agreement, which states that the "City shall expend these funds on traffic mitigation programs or projects for the benefit of and within the Calabasas Park community based on input under the direction of the CPHA Board, in consultation with other Calabasas park HOAs."

Mr. Richard Sherman

October 25, 2012

Page 2

After we have constructed the agreed upon traffic mitigation projects and have an accurate final accounting of the cost of these projects, we move to fulfill the next phase of agreement. Our agreement states: "If these traffic mitigation programs do not expend all of the funds, CPHA, in consultation with other Calabasas Park HOAs, may suggest other amenities to improve the environment in Calabasas Park which can be completed with the remaining funds." In your letter, you provide two recommended beautification projects:

1. Entryway Project
2. Refurbishment of medians.

In principle, the City has no objection to these beautification projects. However, our agreement is very ambiguous as to how much of the \$4.0 million must be spent; first, on traffic migration projects that you recommend, and then on the beautification projects. The agreement states: "The intent of this section is to recognize that \$4.0 million of the NMH Funds were in consideration of additional development within the Calabasas Park community, and thus, if a new elementary school is not built, a substantial portion of the \$4.0 M should be utilized for traffic mitigation or other amenities for the benefit of the Calabasas Park Community."

As we have spoken, there is little clarity in the agreement's language. The word "significant" that qualifies how much of the \$4.0 M should be spent is not defined, and the agreement does not require the City to accept the "input" or "suggestions" that are made. The agreement also does not require the City to make City-owned property available for beautification projects. This is so because the funds to be used are public funds and the City cannot expend public funds on traffic mitigation projects that don't make sense or are not warranted by traffic safety engineering studies. Similarly, the City cannot accept suggestions for beautification projects that may be perceived by our residents to be extravagant, unnecessary, or a misuse of public funds. Since, the decision for accepting recommendations and suggestions rests with the City, the test for expending these funds is the same as for any other public funds that the City Council approves.

So clearly, the nature of the agreement requires both of us to work in good faith to meet the intent of our agreement. The additional development within Calabasas Park mentioned in the agreement resulted from the construction of an additional seven homes. The City received \$4.0 M from the developer in exchange for a modified entitlement to build seven more units in Oaks. It is the increased traffic impact of these seven homes that the funds were envisioned to mitigate. Your traffic mitigation recommendations serve to adequately mitigate this impact.

The median refurbishment that you propose is fairly straightforward and will pose no issue. What will be left for us to agree upon are the specific nature, scope, and cost, of the gateway project. We look forward to having you further define this proposal as we move forward with the other projects.

Richard Sherman
October 25, 2012
Page 3

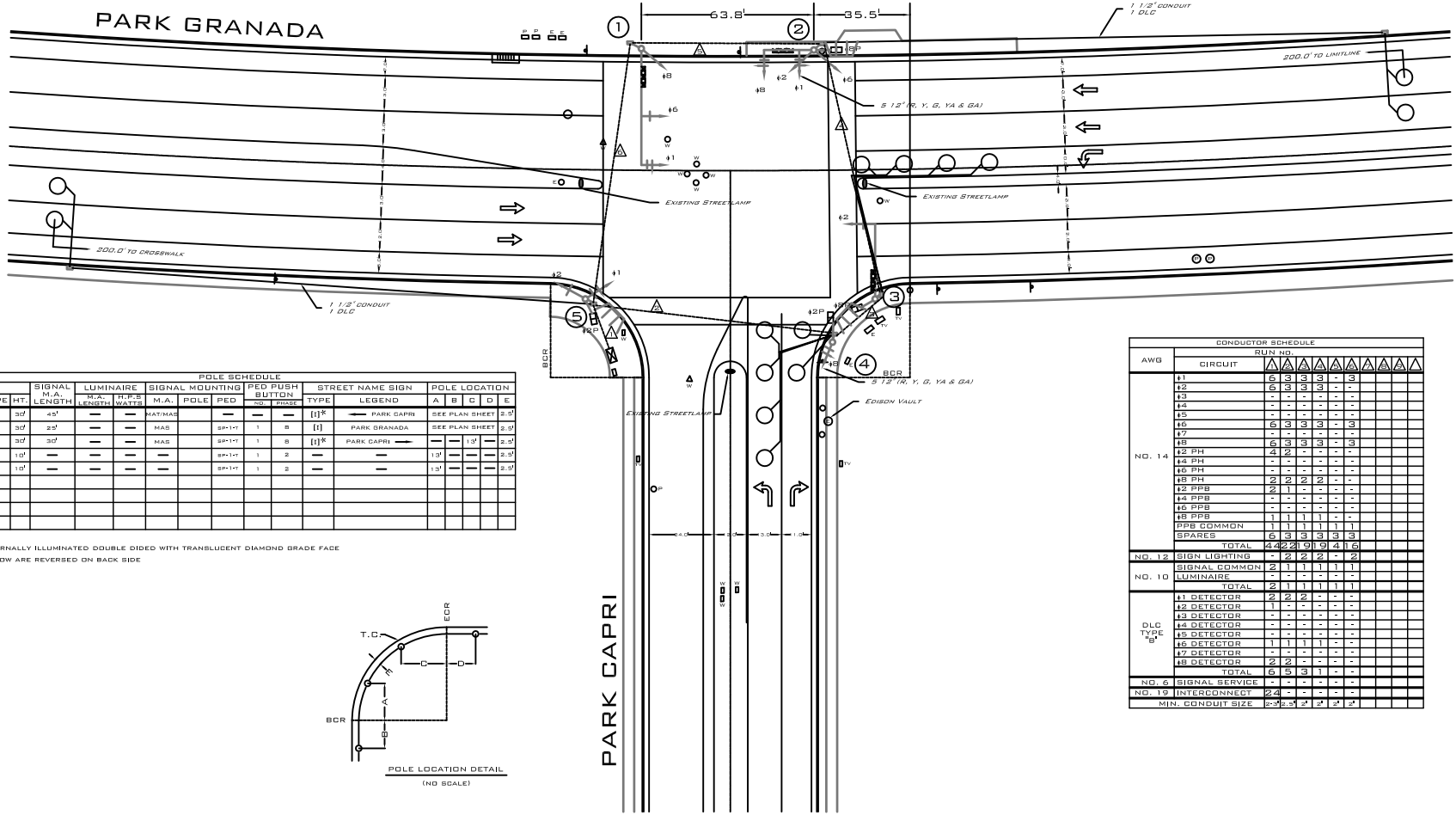
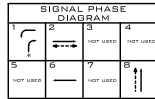
Again, thank you for your efforts. In principle, pending Council approval, we accept all of your recommendations for traffic mitigation and beautification and look forward to beginning construction shortly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony M. Coroalles', with a long, sweeping underline.

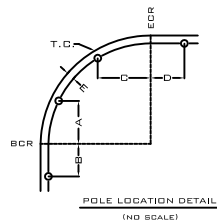
Anthony M. Coroalles
City Manager

Cc: City Council
City Attorney
~~Public Works Director~~



POLE NO.	TYPE	HT.	SIGNAL M.A. LENGTH	LUMINAIRE M.A. LENGTH	LUMINAIRE WATTS	SIGNAL MOUNTING M.A.	POLE SCHEDULE		RED PUSH BUTTON	STREET NAME SIGN TYPE	SIGN LEGEND	POLE LOCATION					
							POLE	PHASE				A	B	C	D	E	
1	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
2	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
3	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
4	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
5	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
6	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
7	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---
8	1	32'	22'	---	---	NAS	2P1H	1	8	[1]	PARK GRANADA	---	---	---	---	---	---

[1] INTERNALLY ILLUMINATED DOUBLE SIDED WITH TRANSLUCENT DIAMOND GRADE FACE
 * ARROW ARE REVERSED ON BACK SIDE



AWG	CIRCUIT	CONDUCTOR SCHEDULE															
		RUN NO.															
NO. 14	41	6	3	3	3	-	3										
	42	6	3	3	3	-	3										
	43	-	-	-	-	-	-										
	44	-	-	-	-	-	-										
	45	-	-	-	-	-	-										
	46	6	3	3	3	-	3										
	47	-	-	-	-	-	-										
	48	-	-	-	-	-	-										
	42 PH	6	3	3	3	-	3										
	44 PH	4	2	-	-	-	-										
	46 PH	-	-	-	-	-	-										
	48 PH	2	2	2	2	-	-										
	42 PPB	2	1	-	-	-	-										
	44 PPB	-	-	-	-	-	-										
46 PPB	-	-	-	-	-	-											
48 PPB	1	1	1	1	-	-											
PPB COMMON SPARES	6	3	3	3	3	3											
TOTAL	4	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	
NO. 12	SIGN LIGHTING	2	2	2	2	2											
NO. 10	SIGNAL COMMON LUMINAIRE	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
TOTAL	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
DLC TYPE 'H'	41 DETECTOR	2	2	2	-	-											
	42 DETECTOR	1	1	-	-	-											
	43 DETECTOR	-	-	-	-	-											
	44 DETECTOR	-	-	-	-	-											
	45 DETECTOR	-	-	-	-	-											
46 DETECTOR	1	1	1	1	-	-											
47 DETECTOR	-	-	-	-	-	-											
48 DETECTOR	2	2	-	-	-	-											
TOTAL	6	5	3	1	-	-											
NO. 6	SIGNAL SERVICE	-	-	-	-	-											
NO. 19	INTERCONNECT	2	4	-	-	-											
MIN. CONDUIT SIZE	2	2	2	2	2	2											

REVIEWED BY: ROBERT YALDA
 IN ACCORDANCE WITH CITY POLICIES AND CONDITIONS OF APPROVAL.
 PREPARED BY: MARC SEFERIAN, P.E.

RECORD DRAWING

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. _____ SHEET NO. _____ THROUGH _____ MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRACES AS SHOWN ON PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE: _____ SIGNATURE: _____ NAME: _____

REVISIONS

NO.	DATE	DESCRIPTION	BY

REVIEWED BY: _____ DATE: _____

CHECKED BY: _____ DATE: _____

City of CALABASAS

PARK GRANADA/PARK CAPRI TRAFFIC SIGNAL PLAN & SIGNING AND STRIPING INVESTIGATION PLAN

SCALE: HORIZ. 1:20 VERT. 1:20

DRAWN BY: M. SEFERIAN DRAWING NUMBER: 3 OF 3

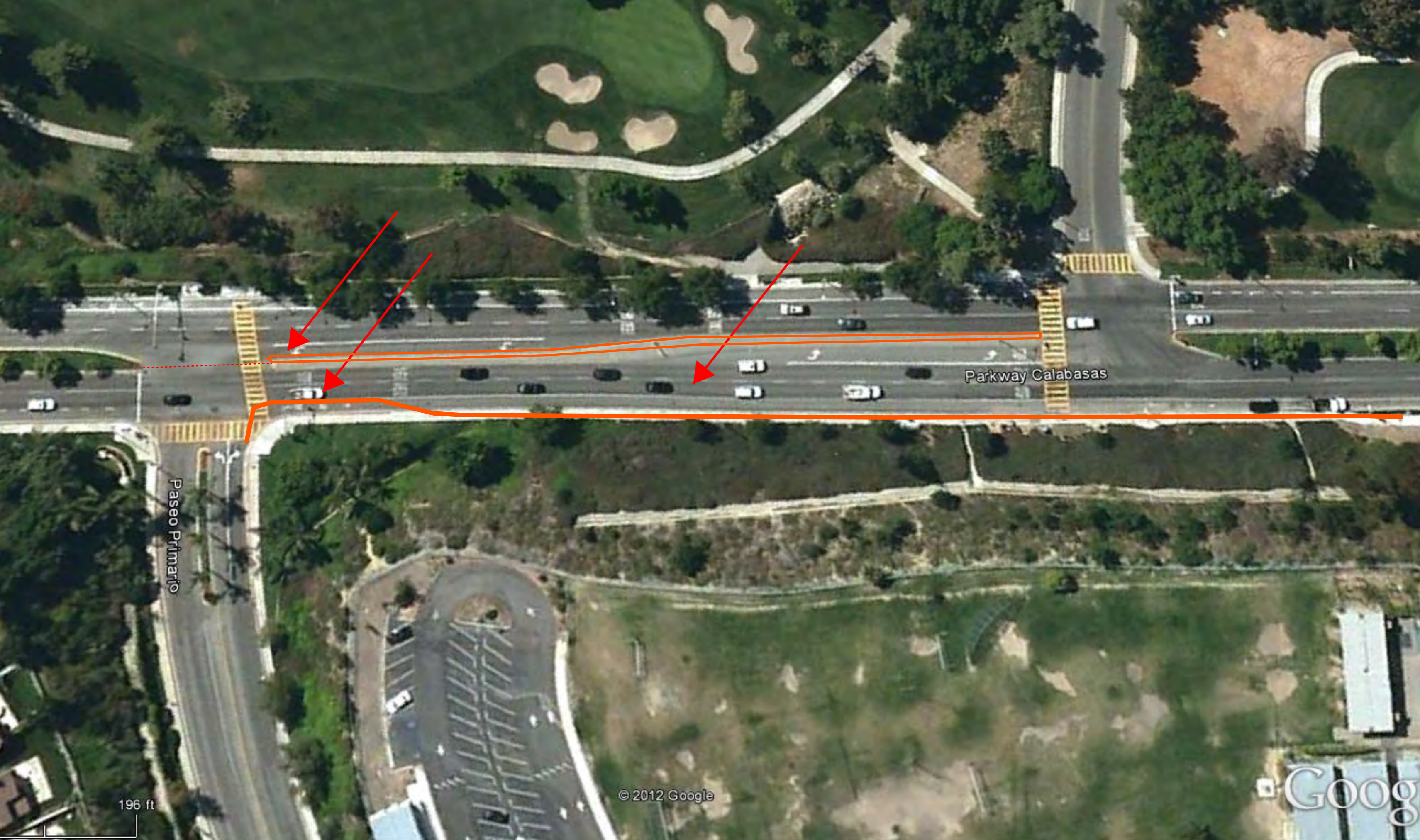
Traffic Island at the intersection of Paseo Primario and Calle Largo

Current condition



Future traffic island





Parkway Calabasas

Paseo Primario

196 ft

© 2012 Google

Google



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR



SUBJECT: RECOMMENDATION FROM THE SENIOR TASK FORCE TO APPROVE MOVING FORWARD WITH PRELIMINARY DESIGN AND CONSTRUCTION OF A SENIOR CENTER ON THE CIVIC CENTER PROPERTY

MEETING DATE: NOVEMBER 28, 2012

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve moving forward with preliminary design and construction of a senior center on the Civic Center property.

BACKGROUND:

In the summer of 2011, a group of seniors approached the PRE Commission requesting additional programming for the active seniors of Calabasas. They had initial discussions with staff and although they appreciated that there were several senior classes and activities offered by the City, they wanted to formalize their position in the City and therefore formed Savvy Seniors, hoping to build their small group into a major force that would one day include a Senior Center to call their own.

Our Savvy Seniors and the Senior Task Force (Established by City Council at the October 24, 2012 meeting) feel it is important for the program to expand and a Center to be built for several reasons. It promotes dignity and self-esteem; fosters independence and self-determination, facilitates social interaction and involvement

in community life and dispels stereotypical and negative myths about aging. Senior centers, because of their mission to promote healthy, independent lifestyles among the elderly, serve as ideal outlets for baby boomers. Not only do they help maintain or improve health and well-being, but they also offer a place for boomers to serve other seniors who might benefit from shared experiences. Centers are offering a variety of services and programs that are of interest to younger, more active seniors, and they also help fulfill baby boomers need to continue their contributions to society through volunteerism, teaching and facilitating important, health-promoting social services.

Senior center programs are designed to help the elderly live better by easing the physical, emotional, social, and financial challenges attributable to age and disability. As the nation's elderly population continues to increase over the next 20-30 years, states will need to become increasingly aware of the demands of the aging population and supportive of programs like those offered at senior centers, which are designed to promote healthy, active senior lifestyles. Seniors who attend activities on a regular basis are shown to have better emotional health. Senior Centers offer an escape from lonely homes, lonely lives and isolation. Seniors who participate in center activities enjoy being around other seniors, sharing stories and participating in community activities. Senior Centers also allow seniors to develop a social network.

According to the California Commission on Aging, it was found that senior centers are designated as community focal points that not only provide helpful resources to older adults, but serve the entire community with information on aging; support for family, caregivers, training professionals and students; and development of innovative approaches to aging issues. The California studies conclude that successful aging is more likely when individuals are actively engaged in life. Senior centers are one of the most accessible, friendly and inexpensive places that offer programs and services that promote active engagement and enjoyment of life by older adults.

At the November 14, 2012 City Council Meeting, staff brought forward a discussion on potential sites for a senior center in our community. After a lengthy public comment period, the City Council agreed that moving forward with a senior center was in fact warranted. The Senior Task Force was then asked to determine whether the Civic Center is the appropriate site for a center to be built.

DISCUSSION/ANALYSIS:

The Senior Task Force consisting of Mayor Mary Sue Maurer, Councilmember David Shapiro, and community members Carol Davis, Sue Somberg, Lois Julien, Brenda Cohen, Charlotte Meyer and Edward Albrecht (not present) met with staff

on November 20, 2012 to discuss potential sites for a Senior Center. Several city owned properties were discussed and they included; Calabasas Civic Center, Creekside Park, De Anza Park, Gates Canyon Park, Grape Arbor Park and the Calabasas Tennis & Swim Center. After discussions, all locations with the exception of the Civic Center were eliminated for the following reasons:

- Location
- Insufficient Parking
- Impacts with Existing Programs
- Loss of Valuable Open/Park Space

The Civic Center property was the unanimous location chosen by the Task Force for the following reasons:

- Location/Walkability
- Synergy with Civic Center
- Accessibility to Library, Dining, Entertainment and Shopping
- Ample Parking/Flat
- Safety and Lighting
- Continued Utilization of Founders Hall
- Current Familiarity with Facility
- Absorption of Infrastructure Costs by the Civic Center

The next steps in the process will be for the Senior Task Force to visit several senior centers and meet with both staff and participants, determine both amenities and programming desires, contract with an Architectural firm to conduct community workshops and develop a preliminary design and budget estimate.

FISCAL IMPACT/SOURCE OF FUNDING:

Fund 60 will be utilized for expenditures associated with this project.

REQUESTED ACTION:

It is requested that the City Council approve moving forward with preliminary design and construction of a senior center on the Civic Center property.

ATTACHMENTS:

None.



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 11/7/2012 to 11/15/2012

Date: 11/19/2012
 Time: 4:18:24PM
 Page 1 of 16

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
82285	11/7/2012	JACKSON/DAVID C.//CRM	RECORDS MGMT CONSULT SVCS	7,600.00	Administrative Services
82323	11/14/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	222.00	Administrative Services
82384	11/15/2012	US BANK	VISA- IIMC	185.00	Administrative Services
82334	11/14/2012	CYBERCOPY	COPY/PRINTING SERVICE	45.41	Administrative Services
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	41.63	Administrative Services
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82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	19.98	Administrative Services
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Boards and Commissions					
82384	11/15/2012	US BANK	VISA- RALPHS	65.67	Boards and Commissions
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City Council					
82384	11/15/2012	US BANK	VISA- LA PAZ RESTAURANT	274.16	City Council
82384	11/15/2012	US BANK	VISA- ROSTI TUSCAN KITCHEN	221.02	City Council
82384	11/15/2012	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
82272	11/7/2012	CALABASAS CHAMBER OF COMMERCE	MEMBER DUES - L MARTIN	165.00	City Council
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	95.67	City Council
82384	11/15/2012	US BANK	VISA- STARBUCKS	63.05	City Council
82384	11/15/2012	US BANK	VISA- VICA	50.00	City Council
82384	11/15/2012	US BANK	VISA- VICA	50.00	City Council
82384	11/15/2012	US BANK	VISA- SMART & FINAL	39.57	City Council
82377	11/14/2012	VERIZON WIRELESS	TELEPHONE SUPPLIES	38.01	City Council
82384	11/15/2012	US BANK	VISA- CITY OF AGOURA	20.00	City Council
82384	11/15/2012	US BANK	VISA- USPS	15.76	City Council
82384	11/15/2012	US BANK	VISA- LA COSTA RESORT	-195.00	City Council
Total Amount for 13 Line Item(s) from City Council				\$1,021.24	





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City Management					
82384	11/15/2012	US BANK	VISA- ENTERPRISE	294.24	City Management
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	238.17	City Management
82384	11/15/2012	US BANK	VISA- WYNDHAM HOTEL	170.28	City Management
82384	11/15/2012	US BANK	VISA- APWA	115.00	City Management
82384	11/15/2012	US BANK	VISA- CITY OF INDUSTRY	89.84	City Management
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	15.00	City Management
Total Amount for 6 Line Item(s) from City Management				\$922.53	
Civic Center O&M					
82360	11/14/2012	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
82360	11/14/2012	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
82384	11/15/2012	US BANK	VISA- CONTRACT DECOR	1,250.00	Civic Center O&M
82380	11/14/2012	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	783.61	Civic Center O&M
82275	11/7/2012	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
82275	11/7/2012	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
82380	11/14/2012	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	503.64	Civic Center O&M
82336	11/14/2012	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- OCT 2012	500.00	Civic Center O&M
82336	11/14/2012	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- OCT 2012	250.00	Civic Center O&M
82305	11/7/2012	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
82305	11/7/2012	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
82384	11/15/2012	US BANK	VISA- GLIDDEN PROFESSIONAL	72.29	Civic Center O&M
82384	11/15/2012	US BANK	VISA- GLIDDEN PROFESSIONAL	72.29	Civic Center O&M
82384	11/15/2012	US BANK	VISA- LOWES	36.79	Civic Center O&M
82384	11/15/2012	US BANK	VISA- LOWES	36.79	Civic Center O&M
82384	11/15/2012	US BANK	VISA- US RESEARCH & CHEMICAL	22.13	Civic Center O&M
82384	11/15/2012	US BANK	VISA- US RESEARCH & CHEMICAL	22.12	Civic Center O&M
82384	11/15/2012	US BANK	VISA- RITE AID	16.73	Civic Center O&M
82384	11/15/2012	US BANK	VISA- HOME DEPOT	9.50	Civic Center O&M
Total Amount for 19 Line Item(s) from Civic Center O&M				\$9,038.05	
Community Development					
82302	11/7/2012	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	36,294.18	Community Development
82280	11/7/2012	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	2,106.00	Community Development
82337	11/14/2012	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING	600.00	Community Development



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82268	11/7/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
82323	11/14/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
82339	11/14/2012	GOOR/ LORI//	MINUTES- 10/11 PLANNG CMSN MTG	154.00	Community Development
82384	11/15/2012	US BANK	VISA- IAPMO	150.00	Community Development
82339	11/14/2012	GOOR/ LORI//	MINUTES- 10/18 PLANNG CMSN MTG	126.00	Community Development
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	100.00	Community Development
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	74.79	Community Development
82384	11/15/2012	US BANK	VISA- AMAZON.COM	40.23	Community Development
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	32.00	Community Development
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	31.41	Community Development
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	22.37	Community Development
Total Amount for 14 Line Item(s) from Community Development				\$40,102.98	

Community Services

82355	11/14/2012	NOTIONIST	WINTER PARK & REC BROCHURE	9,900.00	Community Services
82361	11/14/2012	R P BARRICADE INC	EQUIPMENT RENTAL- PUMPKIN FEST	4,661.70	Community Services
82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,409.89	Community Services
82364	11/14/2012	S & S PORTABLE SERVICES	RESTROOMS- PUMPKIN FEST	2,907.81	Community Services
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,529.13	Community Services
82384	11/15/2012	US BANK	VISA- DANS SUPER SUBS	1,510.33	Community Services
82278	11/7/2012	EDU-CHESS	RECREATION INSTRUCTOR	1,009.40	Community Services
82384	11/15/2012	US BANK	VISA- COSTCO	967.82	Community Services
82384	11/15/2012	US BANK	VISA- BELNICK INC	925.40	Community Services
82384	11/15/2012	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
82340	11/14/2012	GOVPARTNER	RESERVE PARTNER HOSTING- NOV12	650.00	Community Services
82384	11/15/2012	US BANK	VISA- LOWES	631.39	Community Services
82384	11/15/2012	US BANK	VISA- ORIENTAL TRADING CO	519.38	Community Services
82318	11/7/2012	YEEOPP/BETTY//	RECREATION INSTRUCTOR	472.50	Community Services
82332	11/14/2012	CLEANSTREET INC	PUMPKIN FEST- STREET SWEEPING	467.50	Community Services
82301	11/7/2012	QUALITY PARKING SERVICE, INC	PARKING SERVICE- PUMPKIN FEST	450.00	Community Services
82305	11/7/2012	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
82357	11/14/2012	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
82277	11/7/2012	DNA ELECTRIC	ELECTRICAL REPAIRS	405.00	Community Services
82384	11/15/2012	US BANK	VISA- STAPLES	355.99	Community Services
82327	11/14/2012	ASCAP	MUSIC LICENSE FY 12/13	329.62	Community Services
82384	11/15/2012	US BANK	VISA- SMART & FINAL	306.28	Community Services



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82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	303.23	Community Services
82384	11/15/2012	US BANK	VISA- VIVA WHOLESALE	297.00	Community Services
82384	11/15/2012	US BANK	VISA- SMART & FINAL	296.09	Community Services
82384	11/15/2012	US BANK	VISA- MICHAELS	275.07	Community Services
82270	11/7/2012	AT&T	TELEPHONE SERVICE	241.88	Community Services
82384	11/15/2012	US BANK	VISA- HOME DEPOT	231.94	Community Services
82384	11/15/2012	US BANK	VISA- DOANS BAKERY	228.75	Community Services
82384	11/15/2012	US BANK	VISA- STATS FLORAL	225.55	Community Services
82384	11/15/2012	US BANK	VISA- HOME DEPOT	222.81	Community Services
82384	11/15/2012	US BANK	VISA- FEDEX OFFICE	220.73	Community Services
82384	11/15/2012	US BANK	VISA- HUTSHOP	219.96	Community Services
82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	218.75	Community Services
82384	11/15/2012	US BANK	VISA- ORIENTAL TRADING CO	218.22	Community Services
82384	11/15/2012	US BANK	VISA- WILL GEER THEATRICUM	210.00	Community Services
82384	11/15/2012	US BANK	VISA- WALMART	204.38	Community Services
82384	11/15/2012	US BANK	VISA- INVITATION CONSULTANT	204.00	Community Services
82384	11/15/2012	US BANK	VISA- ORCHARD SUPPLY	203.18	Community Services
82384	11/15/2012	US BANK	VISA- PARTY CITY	202.39	Community Services
82384	11/15/2012	US BANK	VISA- SHARKY'S	202.28	Community Services
82384	11/15/2012	US BANK	VISA- DO IT CENTER	183.67	Community Services
82271	11/7/2012	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	177.37	Community Services
82378	11/14/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.07	Community Services
82384	11/15/2012	US BANK	VISA- DOREMI TRADING	162.58	Community Services
82345	11/14/2012	KAPLAN/HERB//	RECREATION INSTRUCTOR	156.75	Community Services
82384	11/15/2012	US BANK	VISA- RUBBER STAMP CHAMP	154.01	Community Services
82384	11/15/2012	US BANK	VISA- HOME DEPOT	153.12	Community Services
82384	11/15/2012	US BANK	VISA- ARCTIC GLACIER	146.81	Community Services
82384	11/15/2012	US BANK	VISA- EXXON MOBIL	140.06	Community Services
82384	11/15/2012	US BANK	VISA- SHELL OIL	140.01	Community Services
82384	11/15/2012	US BANK	VISA- PARTY CITY	135.34	Community Services
82304	11/7/2012	SCORE SPORTS	BASKETBALL PROGRAM SUPPLIES	132.98	Community Services
82384	11/15/2012	US BANK	VISA- STONEFIRE GRILL	132.90	Community Services
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	130.00	Community Services
82384	11/15/2012	US BANK	VISA- AMAZON.COM	126.12	Community Services
82384	11/15/2012	US BANK	VISA- 7 ELEVEN	125.14	Community Services
82384	11/15/2012	US BANK	VISA- TARGET	114.90	Community Services
82384	11/15/2012	US BANK	VISA- VONS	110.37	Community Services



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82384	11/15/2012	US BANK	VISA- ALBERTSONS	108.86	Community Services
82306	11/7/2012	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	99.45	Community Services
82384	11/15/2012	US BANK	VISA- CVS PHARMACY	98.22	Community Services
82384	11/15/2012	US BANK	VISA- ARCTIC GLACIER	97.88	Community Services
82384	11/15/2012	US BANK	VISA- ORCHARD SUPPLY	93.95	Community Services
82384	11/15/2012	US BANK	VISA- WM SUPER CENTER	92.34	Community Services
82384	11/15/2012	US BANK	VISA- FRESH BROTHERS	91.72	Community Services
82359	11/14/2012	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
82359	11/14/2012	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
82384	11/15/2012	US BANK	VISA- TYWALTEN	79.90	Community Services
82373	11/14/2012	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.10	Community Services
82384	11/15/2012	US BANK	VISA- CALABASAS CAR CARE	76.34	Community Services
82270	11/7/2012	AT&T	TELEPHONE SERVICE	66.76	Community Services
82384	11/15/2012	US BANK	VISA- RALPHS	60.93	Community Services
82384	11/15/2012	US BANK	VISA- MICHAELS	58.61	Community Services
82384	11/15/2012	US BANK	VISA- JOANN FABRIC	55.70	Community Services
82384	11/15/2012	US BANK	VISA- SOMIS NUT HOUSE	48.90	Community Services
82384	11/15/2012	US BANK	VISA- AGOURA LOCK TECH	48.27	Community Services
82384	11/15/2012	US BANK	VISA- KAKE KREATIONS	45.66	Community Services
82384	11/15/2012	US BANK	VISA- DO IT CENTER	45.01	Community Services
82352	11/14/2012	MOUNTAINS RESTORATION TRUST	RECREATION INSTRUCTOR	40.00	Community Services
82384	11/15/2012	US BANK	VISA- BIZ CHAIR	27.05	Community Services
82384	11/15/2012	US BANK	VISA- BACKDROPS	19.38	Community Services
82320	11/14/2012	ACCU-PRINTS	FINGERPRINTING SERVICE	10.00	Community Services
82384	11/15/2012	US BANK	VISA- RALPHS	9.77	Community Services
82384	11/15/2012	US BANK	VISA- SMART & FINAL	4.56	Community Services
Total Amount for 85 Line Item(s) from Community Services				\$41,545.91	

Finance

82322	11/14/2012	ACE BUSINESS MACHINES	ANNUAL MAINTENANCE RENEWAL	375.00	Finance
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	152.52	Finance
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	152.24	Finance
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	22.76	Finance
82366	11/14/2012	SECRETARY OF STATE	SI-100 FILING FEE	20.00	Finance



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Total Amount for 5 Line Item(s) from Finance				\$722.52	
<u>Klubhouse Preschool</u>					
82291	11/7/2012	LITTLE LEARNERS LLC	CONTRACT SERVICES	1,020.00	Klubhouse Preschool
82357	11/14/2012	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- SMART & FINAL	845.62	Klubhouse Preschool
82291	11/7/2012	LITTLE LEARNERS LLC	CONTRACT SERVICES	832.50	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- COSTCO	773.29	Klubhouse Preschool
82291	11/7/2012	LITTLE LEARNERS LLC	CONTRACT SERVICES	705.00	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- SMART & FINAL	191.34	Klubhouse Preschool
82367	11/14/2012	SECURAL SECURITY CORP	SECURITY- HALLOWEEN PARADE	159.50	Klubhouse Preschool
82270	11/7/2012	AT&T	TELEPHONE SERVICE	155.77	Klubhouse Preschool
82296	11/7/2012	OFFBEAT PRODUCTIONS	PRESCHOOL T-SHIRTS	144.49	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- HOME DEPOT	44.25	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- VONS	40.06	Klubhouse Preschool
82384	11/15/2012	US BANK	VISA- HOME DEPOT	39.92	Klubhouse Preschool
Total Amount for 13 Line Item(s) from Klubhouse Preschool				\$5,931.74	
<u>Library</u>					
82329	11/14/2012	BWI	BOOKS-LIBRARY	828.44	Library
82384	11/15/2012	US BANK	VISA- COSTCO	433.03	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	432.83	Library
82328	11/14/2012	AUDIOGO	BOOKS ON CD	369.82	Library
82335	11/14/2012	DEMCO, INC.	LIBRARY SUPPLIES	330.65	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	224.29	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	204.21	Library
82384	11/15/2012	US BANK	VISA- ALA IMIS	169.00	Library
82378	11/14/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	152.65	Library
82384	11/15/2012	US BANK	VISA- USPS	149.59	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	144.39	Library
82384	11/15/2012	US BANK	VISA- SMART & FINAL	140.85	Library
82378	11/14/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	100.41	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	99.81	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	83.86	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	77.63	Library



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82384	11/15/2012	US BANK	VISA- SMART & FINAL	77.15	Library
82363	11/14/2012	RECORDED BOOKS, LLC	BOOKS ON CD	76.25	Library
82362	11/14/2012	RANDOM HOUSE, INC.	BOOKS ON CD	73.46	Library
82335	11/14/2012	DEMCO, INC.	LIBRARY SUPPLIES	69.46	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	61.27	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.05	Library
82362	11/14/2012	RANDOM HOUSE, INC.	BOOKS ON CD	38.73	Library
82384	11/15/2012	US BANK	VISA- RAPLHS	36.89	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	35.05	Library
82384	11/15/2012	US BANK	VISA- MICHAELS	33.07	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	29.92	Library
82384	11/15/2012	US BANK	VISA- RALPHS	28.94	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	22.96	Library
82351	11/14/2012	MIDWEST TAPE	DVD'S-LIBRARY	21.34	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.83	Library
82384	11/15/2012	US BANK	VISA- CA LIBRARY ASSOCIATION	20.00	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.60	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.42	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	17.74	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.78	Library
82329	11/14/2012	BWI	BOOKS-LIBRARY	15.78	Library
82343	11/14/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	15.09	Library
82378	11/14/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	14.88	Library
82351	11/14/2012	MIDWEST TAPE	DVD'S-LIBRARY	14.34	Library
82384	11/15/2012	US BANK	VISA- RALPHS	11.96	Library
82384	11/15/2012	US BANK	VISA- STAPLES	6.75	Library
82356	11/14/2012	OCLC, INC.	DOWNLOAD FINANCE CHARGE	0.40	Library
82335	11/14/2012	DEMCO, INC.	LIBRARY SUPPLIES	-216.67	Library
Total Amount for 44 Line Item(s) from Library				\$4,568.90	

LMD #22

82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	21,494.50	LMD #22
82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	10,803.00	LMD #22
82311	11/7/2012	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,088.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,333.72	LMD #22



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82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,700.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,179.04	LMD #22
82311	11/7/2012	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,137.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,056.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	990.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	944.75	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	819.60	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	632.46	LMD #22
82376	11/14/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	620.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	606.26	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	511.16	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	490.00	LMD #22
82286	11/7/2012	L.A. CO. AGRIC COMMR WTS	WEED ABATEMENT	424.40	LMD #22
82311	11/7/2012	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	363.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	300.00	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	252.06	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	210.00	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	198.19	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	178.75	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	152.94	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	118.20	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	90.50	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	71.41	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	69.88	LMD #22
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	61.56	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	44.66	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	44.60	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	44.17	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	33.91	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	33.79	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.12	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.98	LMD #22
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.36	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.05	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.87	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.30	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.19	LMD #22



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82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.06	LMD #22
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.59	LMD #22
Total Amount for 44 Line Item(s) from LMD #22				\$63,196.03	
<u>LMD #24</u>					
82375	11/14/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	9,750.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,150.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,750.49	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.00	LMD #24
82375	11/14/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	550.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	450.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	440.45	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	275.00	LMD #24
82375	11/14/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	275.00	LMD #24
82375	11/14/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	256.67	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	150.00	LMD #24
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	150.00	LMD #24
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.50	LMD #24
Total Amount for 14 Line Item(s) from LMD #24				\$19,423.11	
<u>LMD #27</u>					
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,423.77	LMD #27
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	164.27	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$1,588.04	
<u>LMD #32</u>					
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,793.49	LMD #32
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	50.08	LMD #32
Total Amount for 2 Line Item(s) from LMD #32				\$2,843.57	

LMD 22 - Common Benefit Area



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82293	11/7/2012	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,288.43	LMD 22 - Common Benefit Area
82369	11/14/2012	SWRCB FEES	NPDES PERMIT FEE FY 12/13	1,943.00	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,468.85	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	515.00	LMD 22 - Common Benefit Area
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	461.33	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	432.00	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	366.00	LMD 22 - Common Benefit Area
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	336.34	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	310.00	LMD 22 - Common Benefit Area
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	107.00	LMD 22 - Common Benefit Area
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	98.66	LMD 22 - Common Benefit Area
Total Amount for 12 Line Item(s) from LMD 22 - Common Benefit Area				\$19,826.61	

Media Operations

82307	11/7/2012	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	2,030.00	Media Operations
82377	11/14/2012	VERIZON WIRELESS	TELEPHONE SERVICE	1,876.01	Media Operations
82270	11/7/2012	AT&T	TELEPHONE SERVICE	1,477.14	Media Operations
82300	11/7/2012	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	1,000.00	Media Operations
82384	11/15/2012	US BANK	VISA- B & H PHOTO	700.10	Media Operations
82384	11/15/2012	US BANK	VISA- TIME WARNER	678.35	Media Operations
82324	11/14/2012	AMERICOMP GROUP IMAGING	PRINTER REPAIRS	200.41	Media Operations
82295	11/7/2012	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
82382	11/14/2012	WILLIAMS/KYLA PAGE//	CTV HOST SERVICES	200.00	Media Operations
82384	11/15/2012	US BANK	VISA- NIK SOFTWARE	189.95	Media Operations
82310	11/7/2012	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	86.08	Media Operations
82323	11/14/2012	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82323	11/14/2012	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82323	11/14/2012	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82323	11/14/2012	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82384	11/15/2012	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
82384	11/15/2012	US BANK	VISA- TARGET	47.83	Media Operations
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	39.13	Media Operations
82384	11/15/2012	US BANK	VISA- 99 CENT STORE	23.93	Media Operations
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	16.74	Media Operations
82384	11/15/2012	US BANK	VISA- AOL SERVICE	14.95	Media Operations



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82384	11/15/2012	US BANK	VISA- CALENDAR WIZ	14.00	Media Operations
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	12.77	Media Operations
82384	11/15/2012	US BANK	VISA- RALPHS	9.28	Media Operations
82384	11/15/2012	US BANK	VISA- IN MOTION HOSTING	9.00	Media Operations
Total Amount for 25 Line Item(s) from Media Operations				\$9,116.52	

Non-Departmental - Finance

82284	11/7/2012	IRON MOUNTAIN	STORAGE SERVICES	3,100.60	Non-Departmental - Finance
82305	11/7/2012	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental - Finance
82279	11/7/2012	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	2,245.00	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- STORAGE ETC	1,795.00	Non-Departmental - Finance
82381	11/14/2012	WILLDAN ASSOCIATES INC.	HOUSING REHAB SERVICES	1,377.50	Non-Departmental - Finance
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,130.83	Non-Departmental - Finance
82331	11/14/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MNF07759	959.02	Non-Departmental - Finance
82274	11/7/2012	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- COSTCO	419.70	Non-Departmental - Finance
82315	11/7/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	391.98	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- COFFEE WHOLESALE	312.29	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- COSTCO	223.74	Non-Departmental - Finance
82273	11/7/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- IR7105/IRC	195.90	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- RALPHS	102.76	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- KEURIG GMCR	73.30	Non-Departmental - Finance
82276	11/7/2012	CONEJO AWARDS	NAME BADGES	27.89	Non-Departmental - Finance
82276	11/7/2012	CONEJO AWARDS	NAME BADGES	27.89	Non-Departmental - Finance
82384	11/15/2012	US BANK	VISA- SMART & FINAL	15.98	Non-Departmental - Finance
82338	11/14/2012	FEDERAL EXPRESS CORP.	COURIER SERVICE	12.34	Non-Departmental - Finance
Total Amount for 19 Line Item(s) from Non-Departmental - Finance				\$15,961.29	

Payroll

82269	11/7/2012	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	290.00	Payroll
82325	11/14/2012	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	190.00	Payroll
Total Amount for 2 Line Item(s) from Payroll				\$480.00	

Police / Fire / Safety



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82287	11/7/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,689.05	Police / Fire / Safety
82287	11/7/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	599.04	Police / Fire / Safety
82287	11/7/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	599.04	Police / Fire / Safety
Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$3,887.13	

Public Safety & Emergency Preparedness

82299	11/7/2012	PASSPORT HEALTH	FLU CLINIC SHOTS	16,820.00	Public Safety & Emergency Preparedness
82384	11/15/2012	US BANK	VISA- FRESH BROTHERS	141.48	Public Safety & Emergency Preparedness
82288	11/7/2012	LARSON/DEBBIE//	REIMB FLU CLINIC EXP	75.00	Public Safety & Emergency Preparedness
82292	11/7/2012	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
82292	11/7/2012	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
82292	11/7/2012	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
Total Amount for 6 Line Item(s) from Public Safety & Emergency Preparedness				\$17,143.58	

Public Works

82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	17,802.85	Public Works
82332	11/14/2012	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,632.71	Public Works
82316	11/7/2012	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,300.00	Public Works
82374	11/14/2012	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,086.00	Public Works
82353	11/14/2012	NAJARIAN/CAROLINE//	IRRIGATION CONSULTING	1,080.00	Public Works
82319	11/7/2012	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	890.00	Public Works
82303	11/7/2012	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
82365	11/14/2012	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
82354	11/14/2012	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	625.00	Public Works
82283	11/7/2012	GRAYSON/SIARA//	ENGINEER CONSULTING	595.00	Public Works
82342	11/14/2012	GRAYSON/SIARA//	ENGINEER CONSULTING	495.00	Public Works
82330	11/14/2012	CALIFORNIA CIVIL ENGINEERING	TRASH RECEPTICAL	389.00	Public Works
82330	11/14/2012	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	325.15	Public Works
82267	11/7/2012	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	315.00	Public Works
82323	11/14/2012	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
82326	11/14/2012	ARC	COPY/PRINTING SERVICE	259.85	Public Works
82312	11/7/2012	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	200.00	Public Works
82289	11/7/2012	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	142.26	Public Works
82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	121.50	Public Works
82354	11/14/2012	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	120.00	Public Works



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82313	11/7/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	104.00	Public Works
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	100.00	Public Works
82384	11/15/2012	US BANK	VISA- OFFICE DEPOT	50.34	Public Works
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	35.55	Public Works
82384	11/15/2012	US BANK	VISA- TREE CARE INDUSTRY	26.50	Public Works
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.11	Public Works
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.75	Public Works
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.38	Public Works
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.72	Public Works
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.11	Public Works
82372	11/14/2012	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	24.00	Public Works
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	9.50	Public Works
Total Amount for 32 Line Item(s) from Public Works				\$36,518.10	

Recoverable / Refund / Liability

82348	11/14/2012	LANDAVERDE/CAROLINA//	EMPLOYEE COMPUTER LOAN	2,725.41	Recoverable / Refund / Liability
82297	11/7/2012	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,890.00	Recoverable / Refund / Liability
82282	11/7/2012	GHOSH/ SUCHANDRA//	EMPLOYEE COMPUTER LOAN	1,484.71	Recoverable / Refund / Liability
82298	11/7/2012	PARKSOUTH ESTATE	REFUND PLANNING PERMIT	1,032.18	Recoverable / Refund / Liability
82309	11/7/2012	STATE DISBURSMENT	WAGE GARNISHMENT- 11/2/12	289.74	Recoverable / Refund / Liability
82281	11/7/2012	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 11/2/12	182.43	Recoverable / Refund / Liability
82350	11/14/2012	MATHEISEN/SOPHIA//	RECREATION REFUND	140.00	Recoverable / Refund / Liability
82383	11/14/2012	WORONOV/TOSHA//	RECREATION REFUND	140.00	Recoverable / Refund / Liability
82341	11/14/2012	GRANICH/SUSAN//	RECREATION REFUND	75.00	Recoverable / Refund / Liability
82371	11/14/2012	TORO ENTERPRISES, INC.	MULHOLLAND HWY RESTORATION	-5,382.70	Recoverable / Refund / Liability
Total Amount for 10 Line Item(s) from Recoverable / Refund / Liability				\$2,576.77	

Tennis & Swim Center

82349	11/14/2012	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	923.24	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SPECIALTY FITNESS	870.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SPECTRA FLOORING	802.00	Tennis & Swim Center
82314	11/7/2012	VIEWPOINT EDUCATIONAL	POOL RENTAL	675.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- HOME DEPOT	615.19	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- OFFICE DEPOT	438.29	Tennis & Swim Center
82379	11/14/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	395.85	Tennis & Swim Center



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82314	11/7/2012	VIEWPOINT EDUCATIONAL	POOL RENTAL	393.75	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- NATIONAL GYM SUPPLY	333.77	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SIRUIS RADIO	260.08	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- DUNN EDWARDS	233.11	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- VISTA PAINTS	225.60	Tennis & Swim Center
82379	11/14/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	197.93	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SUPER A CLEANERS	195.00	Tennis & Swim Center
82370	11/14/2012	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	171.42	Tennis & Swim Center
82379	11/14/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	164.41	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- ORCHARD SUPPLY	161.67	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- PARTS EXPRESS	144.91	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- NORTHERN TOOLS	137.65	Tennis & Swim Center
82344	11/14/2012	JAM FIRE PROTECTION	QUARTERLY MONITORING- T&SC	135.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- STAPLES	134.80	Tennis & Swim Center
82344	11/14/2012	JAM FIRE PROTECTION	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- RADIO SHACK	119.61	Tennis & Swim Center
82321	11/14/2012	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	108.21	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- HOME DEPOT	95.57	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SHELL OIL	82.04	Tennis & Swim Center
82346	11/14/2012	KISHIMOTO/RAINE//	REIMB MILEAGE - OCT 2012	69.38	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- PARTY CITY	65.23	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- BOBS GARDEN EQUIPMENT	61.25	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- CONSTANT CONTACT	60.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- FEDEX OFFICE	57.92	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- BED BATH & BEYOND	53.59	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SPORTS POSTERS	45.85	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- DUNN EDWARDS	44.28	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- UNITED STATES MASTERS	40.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- RALPHS	36.28	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- SIRIUS RADIO	34.87	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- TARGET	34.64	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- POSTAL ANNEX	33.12	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- CORNER BAKERY	32.66	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- WALMART	30.36	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- TARGET	27.11	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- CRAIGSLIST	25.00	Tennis & Swim Center
82384	11/15/2012	US BANK	VISA- FRANKLINS HARDWARE	23.89	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
82384	11/15/2012	US BANK	VISA- FEDEX OFFICE	2.71	Tennis & Swim Center
Total Amount for 45 Line Item(s) from Tennis & Swim Center				\$8,912.24	

Transportation

82371	11/14/2012	TORO ENTERPRISES, INC.	MULHOLLAND HWY RESTORATION	107,654.00	Transportation
82294	11/7/2012	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	10,095.00	Transportation
82294	11/7/2012	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	6,560.00	Transportation
82330	11/14/2012	CALIFORNIA CIVIL ENGINEERING	AB939 SIGN MAINTENANCE	2,466.27	Transportation
82333	11/14/2012	CROSSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	1,600.00	Transportation
82333	11/14/2012	CROSSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	1,380.00	Transportation
82317	11/7/2012	WOOD GRAPHICS UNLIMITED INC.	FLAGS AND CANISTERS	778.21	Transportation
82384	11/15/2012	US BANK	VISA- WOODLAND HILLS HONDA	347.86	Transportation
82384	11/15/2012	US BANK	VISA- PARTY CITY	304.42	Transportation
82384	11/15/2012	US BANK	VISA- INSTITUTE OF ENGINEERS	291.62	Transportation
82384	11/15/2012	US BANK	VISA- INSTITUTE OF ENGINEERS	286.62	Transportation
82384	11/15/2012	US BANK	VISA- SHELL OIL	153.03	Transportation
82347	11/14/2012	LA DWP	METER SERVICE - TRAFFIC LIGHT	124.94	Transportation
82384	11/15/2012	US BANK	VISA- RABI INC	103.02	Transportation
82384	11/15/2012	US BANK	VISA- EXXON MOBIL	82.31	Transportation
82384	11/15/2012	US BANK	VISA- EXXON MOBIL	78.80	Transportation
82290	11/7/2012	LAS VIRGENES UNIFIED SCHOOL	BUS PASS PROCESSING- SEP 2012	78.55	Transportation
82384	11/15/2012	US BANK	VISA- SHELL OIL	75.55	Transportation
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	62.73	Transportation
82308	11/7/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	59.40	Transportation
82384	11/15/2012	US BANK	VISA- CLEAN ENERGY	55.79	Transportation
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	54.00	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	49.31	Transportation
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.40	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	45.00	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	44.94	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	44.74	Transportation
82384	11/15/2012	US BANK	VISA- EXXON MOBIL	42.45	Transportation
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	32.80	Transportation
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.50	Transportation
82368	11/14/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.86	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	24.39	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.00	Transportation
82358	11/14/2012	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	18.00	Transportation
82384	11/15/2012	US BANK	VISA- SHELL OIL	18.00	Transportation
82384	11/15/2012	US BANK	VISA- EXXON MOBIL	15.00	Transportation
82384	11/15/2012	US BANK	VISA- UNION 76	14.99	Transportation
82384	11/15/2012	US BANK	VISA- CLEAN ENERGY	7.86	Transportation
Total Amount for 38 Line Item(s) from Transportation				\$133,170.36	
GRAND TOTAL for 465 Line Items				\$446,805.42	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

12/12/12

CC	Presentation	Lupin Hill JAM
AS	New Business	Library Commission recommendation pertaining to fees
Media	New Business	CTC recommendation on PowerPoint presentations by members of the public

Future Items:

	Presentation	LVUSD Potential Impacts RE: Performing Arts Center
Council	New Business	Council Protocols
CC	Update	Records retention comparison
CC	Update	Electronic Document Management
CC	Consent	Planning Commission appointment
CC	Consent	Establishment of a fee for filing notices of intent to circulate initiative petitions

2012 CITY COUNCIL MEETING DATES:

December 26, 2012 Cancelled